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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 525.

HENRY R. JACKSON, MOSES D. WADLEY, ET AL.

vs.

THE VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY AND JOHN T. LUDELING ET AL.

AND

No. 526.

THE VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY, JOHN T. LUDELING, ET AL., APPELLANTS,

vs.

HENRY R. JACKSON, MOSES D. WADLEY, ET AL.

APPEALS FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

FILED OCTOBER 12, 1877.

SUPREME COURT OF THE UNITED STATES.

No. 525.

HENRY R. JACKSON, MOSES D. WADLEY, ET AL.

vs.

THE VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY AND JOHN T. LUDELING, ET AL.

AND

No. 526.

THE VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY, JOHN T. LUDELING, ET AL., APPELLANTS,

vs.

HENRY R. JACKSON, MOSES D. WADLEY, ET AL.

APPEALS FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA.

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1 UNITED STATES OF AMERICA:

Circuit court of the United States in and for the 5th judicial circuit and district of Louisiana.

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et als. } No. 5033.

Proceedings had subsequent to mandate of Supreme Court of the United States.—Decree of court entered March 22d, 1875.

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company, Jno. T. Ludeling, et als. } No. 5033.

The mandate of the Supreme Court of the United States reversing the decree rendered by this court on 4th April, 1872, having been entered upon the minutes, it is ordered and decreed—

2 1st. That the decree and directions contained in said mandate be and are the decree of this court in the said cause, which is reinstated in this court.

2d. It is further adjudged and decreed that the writ of injunction directed by the decree issue to the parties to the deed of the 5th February, 1866, executed to John T. Ludeling and his associates, and to all of the defendants in this cause, according to the directions of said mandate, and that they be required to cancel the said deed and deliver the same as cancelled to the master of this court hereinafter named.

3. It is ordered that F. A. Woolfley be appointed special master to receive the said deed as cancelled; to take the proofs of the bonds bona fide issued by the said Vicksburg, Shreveport & Texas Railroad Company, and to report the names of the owners and the amounts due to the holders of each bond so issued; that he take an account of the property embraced in the mortgage described in the bill executed to John Ray or bearer, which was not sold or disposed of prior to 23d December, 1865, and render the account between the plaintiffs and defendants provided for in the decree aforesaid. He will give notice

3 to the holders of bonds bona fide issued for twenty days by publication in one of the city papers that he is ready to receive proofs of the debt aforesaid, and that he shall hold sessions for thirty days, each day, Sunday excepted, from the date of his first publication in the paper for that purpose. He will give notice to the defendants, or their solicitor, of his taking the account, and for all purposes of his duties under this order he may refer to the testimony on file in the cause, and shall also report upon the sale of the property and the best mode of effecting, it so as to promote the interests of all concerned under the decree. He is authorized to make special reports from time to time to the court and to ask for instructions.

4. It is further ordered that John W. Greene be appointed receiver under the decree to collect, receive, and hold possession of all of the estate, property, and effects described in the mortgage aforesaid, executed to John Ray or bearer, by the Vicksburg, Shreveport and Texas Railroad Company, not sold or disposed of prior to the 23d December, 1865, and to hold the same subject to the orders of this court. He shall

give bond to the judges of this court in the penal sum of fifty thousand dollars with sufficient sureties residing in the circuit, for the faithful performance of all his duties under the authority of the court, and to account for and to pay and satisfy all of the estate, moneys, effects, that shall come to his hands. He shall have leave to apply to the court for directions and advices, and shall be allowed a reasonable compensation for his services.

It is further ordered that judgment be rendered in favor of the plaintiffs for seven hundred and sixty seven $\frac{80}{100}$ dollars, the costs of the Supreme Court of the United States, and the further sum of fifteen hundred and sixty five $\frac{10}{100}$ ($1,565\frac{10}{100}$) dollars, the costs of the circuit court of the United States aforesaid, making in the whole the sum of ($2332\frac{90}{100}$) twenty-three hundred and thirty-two $\frac{90}{100}$ dollars, for which execution may issue.

Writ of injunction.—Issued March 25th, 1875.

UNITED STATES OF AMERICA:

Circuit court of the United States for the district of Louisiana. In equity.

HENRY R. JACKSON ET ALS.
vs.
THE VICKSBURG, SHREVEPORT AND TEXAS Railroad Co., John T. Ludeling, et als. } No 5033.

5 The President of the United States to the North Louisiana and Texas Railroad Company, John T. Ludeling, president, John T. Ludeling, E. E. Norton, John Ray, Francis B. Stubbs, W. J. Q. Baker, H. M. Bry, Robert Ray, J. A. McGuire, George C. Waddell, William M. Pinckard, William R. Gordon, Joseph McGuire, J. P. Crosley, Charles W. Phillips, R. C. Strother, and C. H. Dabbs, greeting:

Whereas it has been represented to us in our said circuit court, on the part of Henry R. Jackson, Moses D. Wadley, William M. Wadley, Edward Padleford, Miller Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Martin G. Swanson, and Abraham B. Reading, complainants, that they have lately exhibited their bill of complaint in our said circuit court against you, the said V., S. & T. R. R. Co., the North Louisiana and Texas Railroad Company, John T. Ludeling, John Ray, Francis P. Stubbs, Wesley J. G. Baker, Henry M. Bry, Joseph McGuire, John A. McGuire, Robert Ray, Joseph P. Crossley, Charles W. Phillips, Robert C. Strother, Christopher H. Dabbs, George C. Waddell, William M. Pinckard, William R. Gordon, M. C. Hardy,
6 H. J. G. Battle and James J. Slade (executors of the last will of William G. Bonner, deceased), E. V. Jeffries, H. Howell, and R. T. Buckner, defendants, to be relieved touching the matters therein complained of, in which bill it is stated amongst other thing' that you are combining and confederating with others to injure the said complainants touching the matters set forth in the said bill, and that your actings and doing in the premises are contrary to equity and good conscience. We, therefore, in consideration thereof, and of the particular matters in the said bill set forth, do strictly command and perpetually enjoin you, the said North Louisiana and Texas Railroad Company,

John T. Ludeling, president, John T. Ludeling, E. E. Norton, John Ray, Francis B. Stubbs, W. J. Q. Baker, H. M. Bry, Robert Ray, J. A. McGuire, George C. Waddell, William M. Pinckard, William R. Gordon, Joseph McGuire, J. P. Crosley, Charles W. Phillips, R. C. Strother, and C. H. Dabbs, and each and every of you, your agents, attorneys, and servants, under the pains and penalties which may fall upon you and each of you in case of disobedience, that you do absolutely desist and refrain from setting up or claiming any rights, title, or interest
7 in and to any of the property, rights, credits, privileges, or effects covered by or embraced within the mortgage made to John Ray by the said Vicksburg, Shreveport and Texas Railroad Company, on the first day of September, 1857, under the sale made by the sheriff of the parish of Ouachita, on the third day of February, 1866, or under the deed of said sheriff to John T. Ludeling, William R. Gordon, John Ray, Francis P. Stubbs, Wesley J. Q. Baker, Henry M. Bry, Joseph T. McGuire, John A. McGuire, Robert Ray, Joseph P. Crossley, Charles W. Phillips, Robert C. Strother, Christopher H. Dabbs, George C. Waddell, William M. Pinckard, and James N. Horne, and from selling or otherwise disposing of the said property, rights, credits, privileges, or effects covered by or embraced within the mortgage aforesaid.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this 25th day of March, A. D. one thousand eight hundred and seventy-five, and the Independence of the United States of America the ninety-ninth year.

[SEAL OF COURT.] (Signed) F. A. WOOLFLEY, *Clerk.*

8 NOTA.—No return of service of foregoing writ of injunction was made by the U. S. marshal.

Notice of appointment of special master, &c., &c.—Issued March 25th, 1875

Circuit court of the United States, district of Louisiana. In equity.

H. R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS Railroad et als. } No. 5033.

To the North Louisiana and Texas Railroad Company, John T. Ludeling, president, John T. Ludeling, E. E. Norton, John Ray, Francis B. Stubbs, W. J. Q. Baker, H. M. Bry, Robert Ray, J. A. McGuire, George C. Waddell, William M. Pinckard, William R. Gordon, Joseph McGuire, J. T. Crosley, Charles W. Phillips, R. C. Strother, and C. H. Dabbs, defendants.

You will please take notice that I have been appointed special master under a decretal order made in the cause aforesaid the 22d day of March, 1875, an extract from which decretal order is herewith submitted to you.

I have appointed the first Monday of April, 1875, to commence
9 the performance of the duties imposed upon me in taking an account of all of the property of the Vicksburg, Shreveport and Texas Railroad Company which has come into your possession or the possession of any or either of you since the 23d December, 1865, and which was included in the mortgage made to John Ray, or bearer, described in the proceedings of the cause aforesaid in the said court; and direct that the same be surrendered and placed in the control of the

receiver commissioner by this court under the said decree, on his demand after that date.

You are also required to file with me, at my office, on the day aforesaid (1st Monday of April next), an account of all money and property received by you, or either of you, from the source aforesaid, or from its profits or income, since the same date.

And you are severally required to account for all money or property received by you out of the property sold to you on the 3d February, 1866, or to any of you, and to set forth in this last account all the
10 credits which you claim to be entitled to under the laws of Louisiana, under the circumstances of this case, with the grounds of the claim. The account will be submitted under oath at the time aforesaid.

And you will further take notice that the deed of M. C. Hardy, the sheriff of the parish of Ouachita, bearing date the 5th day of February, 1866, to John T. Ludeling and his associates upon the sale to them of the property and effects of the Vicksburg, Shreveport and Texas Railroad Company, described in the pleadings of this cause, be filed with me for cancellation.

New Orleans, March 25th, 1875.

(Signed) F. A. WOOLFLEY,
Special Master.

Extract from decree attached to notice.

Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company, North Louisiana and Texas Railroad Company, John T. Ludeling, et als. } No. 5033.

Extract from decree.

11 2nd. It is further adjudged and decreed that the writ of injunction directed by the decree issue to the deed of the 5th February, 1866, executed to John T. Ludeling and his associates, and to all of the defendants in this cause, according to the directions of said mandate, and that they be required to cancel the said deed and deliver the same as cancelled to the master of this court hereinafter named.

3rd. It is ordered that F. A. Woolfley be appointed special master to receive the said deed as cancelled, to take the proofs of the bonds bona fide issued by the said Vicksburg, Shreveport and Texas Railroad Company, and to report the names of the owners and the amounts due to the holders of such bonds so issued; that he take an account of the property embraced in the mortgage described in the bill, executed to John Ray, or bearer, which was not sold or disposed of prior to 23d December, 1865, and render the accounts between the plaintiffs and defendants provided for in the decree aforesaid.

12 Notice endorsed: No. 5033. U. S. circuit court. Henry R. Jackson et al. vs. Vicksburg, Shreveport & Texas Railroad Company et als. Notice of app't of special master, &c., and to cancel deed, &c., to be served on W'm H. Hunt, solicitor for the defendants, and the parties defendants named within.

I hereby acknowledge service of the within notice.

New Orleans, March 26th, 1875.

(Signed) JOHN RAY.

Received Mar. 27, 1875, by the U. S. marshal, and on the 30th day of same month and year served a copy of within notice on the within named in the following manner: On W'm Hunt, by handing the same to him in person, and on John T. Ludeling, by handing the same to him in person, and on the North La. & Texas R. R. Co., by handing the same to John T. Ludeling, the president.

New Orleans, April 6th, 1875.

(Signed) S. W. REED,
D'y U. S. Marshal.

No. 1.

13 Notice, &c., to defendants submitted with report as to the account of defendants.

(Signed) F. A. WOOLFLEY,
Special Master.

Order approving bond of receiver.—Entered and filed April 6th, 1875.

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS R. R. Co., John T. Ludeling, et al. } No. 5033.

On this day John W. Greene came into court and offered two bonds, one bearing date the 30th March, 1875, with John T. Grant, Sherwood W. Swanson, and Lemuel P. Grant, as sureties, and the other bearing date the second of April, 1875, with W'm M. Wadley, David R. Wadley, and Dale Wadley as sureties, each in the sum of fifty thousand dollars, and for the performance of duty as receiver in this cause; which bonds being examined by the court they are both accepted, and are to form the bond given under the decretal of the court appointing him receiver in this cause, and the clerk of the court will issue a commission to him accordingly.

14 It is ordered that the said receiver make his first report on or before the rule-day, on the first Monday of June next, and a report every two months thereafter to the master in this cause, of his acts and doings in this behalf, and of his receipts and expenditures.

(Signed) W. B. WOODS, *Judge.*

Oath of Jno. W. Green, receiver.—Filed April 6th, 1875.

U. S. OF AMERICA:

Circuit court of the United States, district of Louisiana. In equity.

HENRY R. JACKSON ET AL
vs.
VICKSBURG, SHREVEPORT, TEXAS RAILROAD Company et al. } No. 5033.

I, John W. Green, having been appointed by the court aforesaid, under a decree entered on the 22d March, 1875, in the above entitled cause, as receiver, to collect, receive, and hold possession of all of the estate, property, and effects described in the mortgage executed by the Vicksburg, Shreveport and Texas Railroad Company to John Ray, on the 1st day of September, 1857, and sold or disposed of prior to the 23d December,

1865, and to hold the same subject to the orders of the said court, do solemnly swear that I will well and faithfully performed the office and trust of receiver, to the best of my ability and understanding; that I will well and truly account for, pay, and satisfy all of the estate, moneys, and effects that shall come into my hands as receiver. So help me God.

(Signed) JOHN W. GREEN.

Subscribed and sworn before me April 6th, 1875.

(Signed) F. A. WOOLFLEY,
Clerk U. S. Circuit Court, District of Louisiana.

15 *Bonds of receiver.—Approved and filed April 6th*, 1875.

Know all men by these presents that we, John W. Green, of the State of Georgia, and Lemuel P. Grant, John T. Grant, and Sherwood W. Swanson, of the State of Georgia, are held and firmly bound unto the honorable William B. Woods, circuit judge of the United States for the fifth judicial circuit and district of Louisiana, and his successor or successors in said office, for the use and benefit of all parties in interest in the cause hereinafter named, pending in the circuit court of the United States for the district of Louisiana, in the sum of fifty thousand dollars, lawful money of the United States of America, to be paid unto the said William B. Woods, judge, as aforesaid, and his successor or successors in said office, for the use and benefit as aforesaid; for which payment, well and truly to be made, we bind ourselves, our heirs, our executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated the thirtieth (30) day of March, in the
16 year of our Lord one thousand eight hundred and seventy-five.

Whereas by a decree of the circuit court of the United States for the district of Louisiana, made and entered on the twenty-second day of March, A. D. 1875, in a certain cause therein depending, wherein Henry R. Jackson and others are complainants, and the Vicksburg, Shreveport and Texas Railroad Company, John T. Ludeling, and others are defendants, as appears fully and at large on the record thereof, under the number five thousand and thirty-three of the docket of said court, the said John W. Green was appointed receiver, "to collect, receive, and hold possession of all the estate, property, and effects described in the mortgage 'executed by the said Vicksburg, Shreveport and Texas Railroad Company to John Ray, on the first day of September, A. D. 1867,' not sold or disposed of prior to the twenty-third December, 1865, and to hold the same subject to the orders of this court."

Now, the condition of this obligation is such, that if the said John W. Green shall well and faithfully perform the trust and office of receiver of the estate, property, and effects in question in the above-entitled cause, and account for, pay, and satisfy all of the estate, moneys, and
17 effects that shall come into his hands under the authority of his said office as receiver, under the decree of the said court, then this obligation to be void, else to remain in full force and virtue.

(Signed)	JOHN W. GREEN.	[SEAL.]
do.	LEMUEL P. GRANT.	[SEAL.]
do.	JOHN T. GRANT.	[SEAL.]
do.	SHERWOOD W. SWANSON.	[SEAL.]

Signed, sealed, and delivered in the presence of—

(Signed) JOHN ERSKINE,
U. S. Judge.

UNITED STATES OF AMERICA, *ss:*

MARCH 30*th*, 1875.

Personally appeared Lemuel P. Grant, John T. Grant, and Sherwood W. Swanson, who, being duly sworn, depose and say, each for himself, that he is worth the sum of fifty thousand ($50,000) dollars in his own right, over and above all his just debts and liabilities and exemptions.

(Signed) LEMUEL P. GRANT.
do. JOHN T. GRANT.
do. SHERWOOD W. SWANSON.

Sworn to and subscribed before me this 30th day of March, A. D. 1875.

(Signed) JOHN ERSKINE,
U. S. Judge.

Know all men by these presents that we, John W. Green, of
18 the State of Georgia, William M. Wadley, David R. Wadley, Dole Wadley, all of the State of Georgia, are held and firmly bound unto the honorable William B. Woods, judge of the United States for the fifth judicial circuit and district of Louisiana, and his successor or successors in said office, for the use and benefit of all parties in interest in the cause hereinafter named, pending in the circuit court of the United States for the district of Louisiana, in the sum of fifty thousand dollars, lawful money of the United States of America, to be paid unto the said William B. Woods, judge, as aforesaid, and his successor or successors in said office, for the use and benefit as aforesaid; for which payment, well and truly to be made, we bind ourselves, our heirs, our executors, and administrators, jointly and severally, by these presents, sealed with our seals, and dated the second (2d) day of April, in the year of our Lord one thousand eight hundred and seventy-five.

Whereas by a decree of the circuit court of the United States for the district of Louisiana, made and entered on the twenty-second day of March, A. D. 1875, in a certain cause therein depending, wherein
19 Henry R. Jackson and others are complainants, and the Vicksburg, Shreveport and Texas Railroad Company, the North Louisiana and Texas Railroad Company, John T. Ludeling, and others are defendants, as appears fully and at large on the record thereof under the number five thousand and thirty-three of the docket of said court, the said John W. Green was appointed receiver, "to collect, receive, and hold possession of all the estate, property, and effects described in the mortgage," executed by the said Vicksburg, Shreveport and Texas Railroad Company to John Ray, on the first day of September, A. D. 1857, and sold or disposed of prior to the twenty-third December, 1865, and to hold the same subject to the orders of this court.

Now the condition of this obligation is such, that if the said John W. Green shall well and faithfully perform the trust and office of receiver of the estate, property, and effects in question in the above entitled cause, and account for, pay, and satisfy all of the estate, moneys, and effects that come into his hands under the authority of his said office as receiver, under the decree of the said court, then this obligation to be void; else to remain in full force and virtue.

20 (Signed) JOHN W. GREEN. [L. S.]
do. W'M M. WADLEY. [L. S.]
do. DAVID R. WADLEY. [L. S.]
do. DOLE WADLEY. [L. S.]

Signed, sealed, and delivered in the presence of—

[SEAL.] (Signed) JA'S McPHERSON,
Clerk U. S. Dist. Court South. Dist. of Ga.

UNITED STATES OF AMERICA, *ss:*

Personally appeared William M. Wadley, David R. Wadley, and Dole Wadley, who, being duly sworn, depose and say, each for himself, that he is worth, that is to say, William M. Wadley the sum of twenty-five thousand dollars, David R. Wadley the sum of twenty-five thousand dollars, Dole Wadley twenty-five thousand dollars, in his own right, over and above all his just debts and liabilities and exemptions.

(Signed) WM M. WADLEY.
do. DAVID R. WADLEY.
do. DOLE WADLEY.

Sworn to and subscribed before me this 2d day of April, A. D. 1875.
[SEAL.] (Signed) JA'S McPHERSON,
Clerk U. S. District Court So. District of Georgia.

21 *Motion and order further time allowed defendants to furnish account, &c.—Entered and filed April 20, 1875.*

HENRY R. JACKSON ET ALS.
vs.
THE VICKSBURG, SHREVEPORT & TEXAS Railroad Co. et als. } No. 5033.

On motion of W'm H. Hunt, solicitor for defendants, and on showing to the court that it is not possible for said defendants to furnish the account required by the decree in this cause within the delay allowed by the notice of the master herein, it is ordered that said delay be extended for the space of fifteen days from the time now fixed by the notice of said master.

Agreement as to commission, &c.—Filed May 18, 1875.

H. R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Co. et als. } No. 5033.

Circuit court of the United States, district of Louisiana. In chancery.

22 It is agreed by counsel in this case that as there is no United States officer or commissioner at Monroe, in the parish of Ouachita, competent to take testimony, that Francis A. Hall, of the town of Monroe, in the parish of Ouachita, be appointed special officer to take the answers of witnesses to interrogatories in the above case, and that a commission issue accordingly.

(Signed) JOHN RAY,
Att'y for Defendants.
(Signed) J. A. CAMPBELL,
For Pl'ffs.

Plaintiffs' claim, &c., &c.—Filed June 14th, 1875.

IN THE SUIT OF HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS R. Co., John T. Ludeling, and others.

In the circuit court of the United States, district of Louisiana.

Upon a reference to the master in chancery, F. A. Woolfley, master, the solicitor of the plaintiffs come and submit the following claim upon behalf of the plaintiffs in the suit.

The plaintiffs, Henry R. Jackson and others who are on the record as plaintiffs, submit to the master—

23 1. That upon the decree rendered in this cause and the proofs submitted, there have been no bonds issued by the Vicksburg, Shreveport and Texas Railroad Company, which are valid and operative liens on the property of that corporation under the mortgage, save only the seven hundred and sixty-one bonds deposed to by the witnesses, and which have been identified in the testimony. The principal and interest of these bonds should be computed and reported as charges and none others.

2. The plaintiff aforesaid further claims that from the opinion and the decree of the Supreme Court of the United States, and the decretal order of that court and of the circuit court recording the same as the decree of this court, it appears that the title of the defendants in the cause, both that under the sale of the sheriff of Monroe, on the 3d February, 1866, and that of the North Louisiana and Texas Railroad Company, are fraudulent and void, and have been set aside and annulled in their decrees; consequently, that the possession of the said defendants of the property of the said corporation, as conveyed by the mortgage of the company, is in bad faith.

24 3. That as a consequence of that fraudulent occupation and possession of the said property, the said defendants are liable for the rents, profits, issues, tolls, and advantages they have derived from the said property of whatever kind.

4th. That the said defendants are not entitled to any account of, and credit for any improvements, additions or expenditures on the said property, but that a report of the property received without allowance or deduction should be made by the master, as the right of the plaintiff and a charge against the defendants.

5. That the claims of the defendants for construction accounts, expenses, improvements and the operations of the road should be disallowed.

6. That the bondholders aforesaid entitled to the mortgage should be allowed to submit a plan for the sale of the road and the protection of the rights and interests of all concerned, and should be invited to do so.

(Signed) J. A. CAMPBELL,
Sol'r for Comp.

The solicitor for the plaintiffs moves the following orders:

It appearing that a portion of the bondholders have obtained
25 leave for the taking of testimony to prove the validity of their claims, and that the returns of such commissions is uncertain, it is ordered that the first Monday of November next be fixed as the time when all claims by bondholders shall be filed, and all testimony in support thereof be returned, and that no other claim or testimony will be allowed after that date, and notice hereof be given by four weeks advertisement.

2. It is further ordered that all of the testimony upon the subject of the claims or accounts of the defendants for improvements, credits, allowances, expenses, be finished at the same date.

3. That the master shall submit his dratt report on or before the third Monday of November next, and that the same shall remain in this office for suggestions and objections for two weeks.

4. That the report in the cause shall be filed on or before the third

Monday of December next, for exceptions and action, in the proper office.

5. That the plaintiffs have leave to send a commission to John W. Green, Henry B. Richardson, and J. T. Dabney, to be executed by any two of them, for an examination of the property of the railroad
26 company as returned by the defendants, which had been included in the mortgage, and to make a report on the enquiries herewith filed as experts, its present condition, and the precise value of all ameliorations, additions, and improvements that are upon the same and have come into the hands of the receiver of the court under the decree directing his appointment.

(Signed) J. A. CAMPBELL,
Sol'r of Compl'ts.

(Endorsed:) No. 5033. U. S. circuit court. Submission of plaintiffs' claim and motion for order. Filed June 14th, 1875. F. B. Vinot, d'y clerk. Referred to and submitted with report as to account of defendants. F. A. Woolfley, special master.

Submission of Plaintiffs' Claim to Master, &c., &c.—Notice to Def'ts, &c. Extract from Chancery Order Book.

JUNE 14th, 1875.

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS R. Co., John T. Ludeling and associates, et als. } No. 5033.

The plaintiffs submit their claim to the master on the bill, an-
27 swers, testimony, decrees, in reference to the bonds to be reported as well as to the claims of allowances for expenditures, ameliorations, and costs.

Also, a motion to fix the term for taking testimony and for filing the reports; also, a motion for the examination and state of the road by persons named.

The defendants will take notice of the motion. It will be submitted to the judge of the circuit court at the next rule day in July, or, if not found then, to him, at his place, in August.

(Signed) J. A. CAMPBELL.
Sol. for Compl't.

Decretal order.—Entered and filed August 28, 1875.

U. S. circuit court, district of Louisiana. In equity.

HENRY R. JACKSON, ET AL.
vs.
THE VICKSBURG, SHREVEPORT AND TEXAS Railroad Company & others.

AT CHAMBERS, *Aug. 23d*, 1875.

On motion of solicitor for complainants, it is ordered as follows:

It appearing that a portion of the bondholders have obtained
28 leave for the taking of testimony to prove the validity of their claims, and that the return of such commissions is uncertain, it is ordered that the first Monday of December, 1875, be fixed as the time when all claims of bondholders shall be filed, and all testimony in

support thereof be returned, and that no other claim or testimony will be allowed after that date, and that notice hereof be given by four weeks advertisement.

2. That all of the testimony upon the subject of the claims or accounts of the defendants for improvements, credits, allowances, and expenses be furnished on or before the said first Monday of December, 1875.

3. That the master shall submit his draft on or before the 3d Monday of December, 1875, and that the same shall remain in his office for suggestions and objections for two weeks.

4. That the report in the case shall be filed on or before the 3d Monday of January, 1876, for exceptions and action in the proper office.

5. That complainants have leave to send a commission to John W. Greene, Henry B. Richardson, and I. F. Dabney, to be executed by any two of them, for an examination of the property of the railroad company as returned by the defendants, which had been included in the mortgage, and to make a report under oath on the interrogatories and
29 cross-interrogatories already filed, as experts, as to its present condition, and the precise value of all betterments, additions, and improvements that are upon the same, and have come into the hands of the receiver of the court, under the decree directing his appointment.

(Signed) W. B. WOODS,
Judge.

Oath of Jno. W. Green as expert.—Filed October 9th, 1875.

United States circuit court, fifth circuit, district of Louisiana.

H. R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY ET AL. } No. 5033.

I, John W. Green, appointed as expert, to examine and report the condition and value, etc., of the property of the Vicksburg, Shreveport and Texas Railroad, as described in the mortgage executed to John Ray on the 1st September, 1857, "as returned by the defendants," do solemnly swear that I will well and faithfully perform all the duties devolving upon me as such, so help me God.

(Signed) JOHN W. GREEN.

Subscribed and sworn before me this 25th day of September, 1875.

(Signed) W. J. G. BAKER,
Parish Judge.

30 *Oath of Henry B. Richardson as expert.—Filed Oct'b'r 9th*, 1875.

United States circuit court, fifth circuit, district of Louisiana.

H. R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY ET AL. } No. 5033.

I, Henry B. Richardson, appointed as expert to examine and report the condition and value, etc., of the property of the Vicksburg, Shreveport and Texas Railroad, described in the mortgage executed to John Ray on the 1st September, 1857, "as returned by the defendants," do

solemnly swear that I will well and faithfully perform all the duties devolving upon me as such, so help me God.

(Signed) HENRY B. RICHARDSON.

Subscribed and sworn before me this 5th day of September, 1875, at Monroe.

(Signed) ROB'T RAY,
Judge 14th Dist.

Order parties to make proof to furnish security for costs, &c., &c.—Master to report as to best mode of selling property, &c., &c.—Extract from minutes of 13th December, 1875.

31 November term, 1875.

NEW ORLEANS, *Monday, December 13th*, 1875.

Court met pursuant to adjournment. Present, Hon. W'm B. Woods, circuit judge.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et al. } No. 5033.

On motion of J. A. Campbell, solicitor for complainants, it is ordered that all persons offering to make proof of bonds under the decree, be required to give security for costs in the sum of $100, or to make a deposit of $50 to cover the same, in the clerk's office.

That the master do report the amounts to be contributed by each bondholder who is not a party to the original suit, but who is allowed to make himself a party under the terms of the decree.

That the master be ordered to report as to the best mode of selling the property so that the parties mentioned in the decree may be benefitted.

And said master is further ordered to report on the allowance to be made to the experts, John W. Green and H. B. Richardson, for their care, labor, expense, and services in the examination and report of the condition of said railroad.

32 *Order extending time for master to submit draft of report.—Entered and filed Dec'r 20th*, 1875.

U. S. circuit court, district of Louisiana.

H. R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et al. } No. 5033.

On motion of F. A. Woolfley, special master, and upon suggesting that by an order made in the above-entitled cause he was required to submit the draft of his report on or before the third (3rd) Monday of December, 1876; and on showing that he is not prepared to submit the said draft on this the day named therefor, it is ordered that the time for submitting said draft be extended to the fourth (4th) Monday of December, 1875.

Report of special master as to account of defendants, part three (3).—*Filed January 17th*, 1876.

33 U. S. circuit court, district of Louisiana.

H. R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD CO. et al. } No. 5033.

To the honorable the judges of the circuit court of the United States for the district of Louisiana.

The undersigned, special master in the above entitled cause, has submitted separate reports upon the matters referred to him by the orders of the court:

1st. Upon the amount of the debt due upon the mortgage.

2nd. The property surrendered by the defendants to the receiver.

This report relates to the matters contained in the fifth (5th) paragraph of the decree of the Supreme Court, recorded as the decree of this court and the directions under it; this paragraph of the decree directs the defendants to account for all money and property received by them out of the property sold by the sheriff of the parish of Ouachita at the suit of W. R. Gordon vs. The Vicksburg, Shreveport and Texas Railroad Company to the defendants, or from its profits or income, they to
34 receive such credits as they are entitled to under the circumstances of the case by the laws of Louisiana.

The defendants have produced an account, a book containing a detailed statement of their expenditures for construction, maintenance, and management of the railroad during their possession, and have supported this statement by an immense number of vouchers, almost filling a trunk, and the depositions of Joseph F. McGuire, L. M. Downing, F. P. Stubbs, W. R. Gordon, J. W. Green, and J. H. Rimbold.

I have also received a report from J. W. Green and H. B. Richardson, who were appointed experts, and their answers to the interrogatories of the parties.

Upon examination of the account I find that from the filing of the bill in this cause, to wit, the first (1st) day of December, 1866, and the service of process until the thirteenth (13th) day of April, 1875, when the receiver entered upon his duties and took possession of the property involved in this cause, the defendants or some of them have received from the gross earnings of the railroad and from sales of the lands the sum of nine hundred and thirty-nine thousand one hundred and
35 twenty-four dollars and sixty-one cents ($939,124.61). These receipts constitute a proper charge against them. This charge is answered by the defendants by their account, as follows, to wit:

Construction	$557,587 91
Rolling-stock	77,795 43
Engineering	19,415 87
Contingent expenses	14,732 52
Office expenses	4,408 66
Printing	1,590 85
Land-grant	8,839 23
Salaries	58,557 16
Law charges	145 55
Right of way, depots, &c.	5,081 70
	$748,154 88

They also produce an account for maintenance and expenses on the road of seven hundred and seventy-seven thousand six hundred and forty-seven dollars and seventy-two cents ($777,647.72).

The defendants, in their accounts, exhibit a claim for one million five hundred and twenty-five thousand eight hundred and two dollars and sixty cents ($1,525,802.60) as their actual expenditure, besides they exhibit an interest account, made up at the rate of eight per cent. (8%) per annum, and claim a balance of interest in their favor of three
36 hundred and sixty-one thousand five hundred and thirty-one *hundred* dollars and thirty-eight cents ($361,531.38).

The excess of actual expenditures over actual receipts is five hundred and eighty-six thousand six hundred and seventy-seven dollars and ninety-nine cents ($586,677.99), disregarding the interest account.

I have not examined these accounts and vouchers with a view to pass upon their absolute validity or whether they are claims to be recognized for any other purpose than to answer the matter referred.

The fifth (5th) paragraph of the decree directs the defendants to show what money has come into their hands as income and profits, and to account for such part of it to the mortgagees as they are entitled to.

The testimony shows sufficiently that the railroad was not in a condition to yield income or profit without large expenditures. It appears, also, that the operating expenses and the expense of management to earn profits and income were nearly equal to the receipts. The evidence shows, satisfactorily, that there was no income nor profits
37 from the road which equalled the necessary outlays for construction, management, and maintenance, and I, therefore, think that the complainants are not entitled to claim remuneration under that paragraph of the decree.

The plaintiffs have made an alternative claim for an occupation and rent based upon their ownership, their dispossession by the defendants, and for the retrocession from Francis F. Stubbs and George C. Waddill of lands belonging to the Vicksburg, Shreveport and Texas Railroad Company, conveyed to them by the companies organized by the purchasers under the deed of the (3rd) third day of February, 1866.

The corporators belonging to the Vicksburg, Shreveport and Texas Railroad Company also claim the surrender of the bonds of the State of Louisiana which have been issued to the defendants or to the North Louisiana and Texas Railroad Company, by the State of Louisiana, under acts of the legislature (Act 97, p. 13, acts published in 1873), and other claims, which, with other questions raised before me, I reserve for the consideration of the court.

38 The defendants filed a claim in connection with their accounts which assert that they have, all the time, been possessors in good faith; that they are entitled to the earnings of the railroad without account; that they are entitled to all the ameliorations and improvements at their cost as stated in their accounts, and any value that has accrued from their work; and that they should be reinstated in the possession of the property and maintained therein until they are paid.

The complainants claim that the defendants had no valid title to occupy the property; that the decree settles that the property, according to the description in the mortgage, must all be sold and the proceeds distributed; and that the defendants have no valid claim for ameliorations or improvements, because made in bad faith, under a title declared to be fraudulent and void; and that the most of them were made after suit was commenced.

The construction of the decree and the decision of the questions as to

the sale to be made and whether, under any reservations or conditions, I have deemed it proper to refer to the court, with the claims of
39 the complainants and defendants, the testimony and the papers in the case.

Respectfully submitted.

(Signed) F. A. WOOLFLEY,
Special Master.

NEW ORLEANS, *January 15th*, 1876.

Depositions of Jos. F. McGuire and L. M. Dowling for defendants.—Filed January 17th, 1876.

U. S. circuit court, district of Louisiana.

H. R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY et al. } No. 5033.

Testimony taken by and before F. A. Woolfley, special master, in the above entitled and numbered cause.

Present, J. A. Campbell, esq., solicitor for complainants; W. H. Hunt and John Ray, esq's, solicitors for defendants.

Mr. Ray offers in evidence the notices served on defendants, the account books A and B, together with all the vouchers referred to in said account.

40 JOSEPH F. MCGUIRE, a witness produced, sworn, and examined on behalf of defendants, deposes and says:

By Mr. Hunt:

Q. What position had you held until lately under the Vicksburg, Shreveport and Texas Railroad Co., and the North Louisiana and Texas Railroad Co.?

A. Treasurer and secretary.

Q. Since when?

A. I have been treasurer and was treasurer of the North Louisiana and Texas Railroad Co. since its organization. I was secretary and treasurer under John T. Ludeling and his associates from the time of their purchase up to the present time.

Q. Have you made an account showing the financial condition of this property of this corporation?

A. I made an account or it has been made under my supervision showing the receipts and expenditures. The expenditures in reconstructing and maintaining the railroad, and the receipts from earnings and from miscellaneous sources from the time of the purchase up to the present time.

Q. Where is that account?

A. In this book marked "B."

41 Q. This account in this book B, has it been made under your supervision?

A. Yes, sir.

Q. Are you able to state whether or not it is correct?

A. To the best of my belief, I think it is correct in every respect.

Q. Have you vouchers to correspond to the different items embraced in that account B?

A. I have all except certain dates that I made a memorandum of here, which were destroyed by fire. All vouchers prior to those stated in the annexed memorandum were destroyed by fire December 30, 1871.

Memorandum of vouchers filed with master in chancery.

Construction cash-book No. 1854 to 2444 inclusive. February 1, 1871, to May 1, 1875.

Transportation cash-book No. 1182 to 1823 inclusive. September 1, 1871, to Aug. 3, 1872.

No. 1 to 1807 inclusive. September 1, 1872, to Aug. 31, 1874.

No. 1 to 587 inclusive. September 1, 1874, to May 1, 1875.

Q. Where are these vouchers?

A. They are now produced, or in the trunk here.

42 Q. Have you gone over these vouchers, or have they been examined under your eye?

A. Since the making of this account (B)—the book?

Q. Yes.

A. Not since the making of that account B. I went over the vouchers as the books were made up and this account was taken exactly from the books.

Q. But you have gone over these vouchers recently?

A. I have gone over them to see them; I went over them this morning.

Q. Have you any other account which you have made out showing the condition *the condition* of this property other than the account B?

A. No other than I made out. I made a statement from the trial balance of the books simply to show the correctness of this account B.

Q. These vouchers which are here presented are the original vouchers received in the office at different times?

A. Yes, sir; on which the money was paid.

Q. This document A, what is that?

A. A portion of it is Major Green's receipt. I made a portion of that myself.

43 Q. That is the receipt given by Major Green as receiver.

A. That is the statement which was made of the property he received, and is correct to the best of my knowledge.

Q. Does this account "B" exhibit the entire receipts of the road from the date of the purchase by the defendants?

A. It exhibits the entire earnings of the road with the exception of a matter which I have not explained to the gentlemen with whom I have been conferring. There are $200 or $300 that are not in a condition to go on the books, and I want to ask permission when I get that amount to put it in. With that exception the account "B" is a full exhibit of the earnings of the road and the receipts of the road from all miscellaneous sources.

Q. Does it also exhibit a full and accurate account of all the expenditures within the same time?

A. It does; all the expenditures for construction and maintenance. It does not contain the law charges because they were in the hands of the parties and were not put into the account "B" at all, with the exception of small items, but it shows everything tor construction and maintenance.

Q. Are you able to state whether the expenditures made were

44 necessary to the construction and maintenance of the road, or whether they were beyond what was necessary for that purpose?

A. I think the expenditures made were necessary, in my opinion.

Q. The administration then, in your opinion, has been economical?

A. I think so.

By M'r Ray:

Q. Are you conversant or can you say that the expenditures were kept down to the lowest possible standard?

A. That was my impression all the time.

Q. There has been no unnecessary expenditures of any kind incurred in the construction, repairs, or maintenance of the road?

A. None that I am aware of.

Q. With regard to the present value of the road, can you state whether the value of the property was increased from what it was at the time it was bought by Ludeling and his associates to the full amount of the expenditures for the construction and repairs of the road, as you stated in that account "B"?

A. I should say it was. The road now is worth as much money as before the war. It then cost a little more than $2,000,000.

45 Q. Worth fully as much now as it was then?

A. Yes, sir.

Q. Is it not in a better condition now than it was?

A. I should say it is in better condition now than before the war; the bridges are better and the rolling stock is increased.

Q. Then the road is worth fully as much or more than at the time they purchased it as the cost of the construction and maintenance?

A. Yes, sir.

Q. In other words its value has been enhanced to the extent of the expenditures?

A. Yes, sir; I think it is greater than the expenditures.

Q. How much would that be?

A. That would be an opinion; and I don't think my opinion would be worth much. It is now in a condition to earn a revenue, and when it was sold it was not.

Q. I believe that you were both secretary and treasurer of the Vicksburg, Shreveport and Texas Railroad Company before the sale to Ludeling?

A. Yes, sir; I was.

Q. You were perfectly familiar with the condition of the road at the time of the purchase?

46 A. Yes, sir.

Q. Will you state what the condition of the road was at the time they purchased it?

A. I don't know that I can state that any better than I did in the deposition that I gave. The road was a wreck; the rolling stock was almost all destroyed. I don't know now, but I think I stated correctly at one time all that I knew, for I had data before me then.

Q. In the situation it was at the time it was purchased by Ludeling and associates, it was not calculated to produce any revenue or income?

A. No, sir; no income at all.

Cross-examined by M'r Campbell:

Q. There is a mistake as to the lots of raided bonds?

A. Yes, sir; I had seen that in the printed evidence; I supposed it was misprinted.

Q. You state in the return of the raided bonds "from 672 to 800 inclusive"?

A. That should be 700. I have it so in the copy of my original at home.

Q. With reference to these raided bonds, some of them introduced here, what advertisements of them were made at the time?

47 A. At the time that that took place it was very difficult to get an advertisement through the world. All that was done was to publish the notice in a little Shreveport paper, a little half-sheet of brown paper, and immediately after the surrender I published a notice in the Picayune, in 1865.

Q. Were any of these raided bonds exhibited to you afterwards at Monroe?

A. Two or three of them have been. I have been written to in reference to a number.

Q. There had been no demand upon you previous to February, 1866, for them?

A. I don't know that. I cannot answer that question positively, but I think there had.

Q. How many?

A. I kept no account of them.

Q. Had any application been made to you in respect to them since 1866?

A. Frequent applications were made to me for information in relation to them.

Q. By whom?

A. If I was at home I could answer that question from my letters, but I cannot do it now.

48 Q. Have any of them taken any portion of the money, or made application for any portion of the money which was paid by Ludeling and associates?

A. None of them took any portion. I think only one or two insisted upon being entitled to a pro rata. The applications made to me, as a general thing, were applications to know whether the bonds were genuine.

Q. Do you know if any of them have joined in the suit against M'r Ludeling and his associates?

A. None that I am aware of. I don't know what bonds are in the suit.

(Signed) JOS. F. McGUIRE.

Subscribed and sworn before me May 15th, 1875.

(Signed) F. A. WOOLFLEY,
Special Master.

Adjourned to May 29th instant at 2 o'clock p. m.

Testimony taken before master, for defendants.

U. S. circuit court, district of Louisiana.

HENRY R. JACKSON ET AL
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY ET AL. } No. 5033.

NEW ORLEANS, *May 29th*, 1875.

49 Present, John Ray, esq., for defendants; John A. Campbell, esq., for complainants.

Leonard M. Downing, being duly sworn and examined for defendants, says that he was an assistant clerk in the office of the North Louisiana Railroad Co. office when the fire occurred at Monroe in December, 1871, the 30th or 31st of the month, by which the said company's office was destroyed. Cannot say exactly what books and papers in that office were destroyed by fire, but knows that cash vouchers and letters were taken out of the iron safe and placed in an armoir at the close of the fiscal year, the 31st of August. Did not remove all of the cash vouchers, receipts, etc. All the papers placed in the armoir' he thinks were destroyed or lost. Was present at the fire and assisted in saving the contents of the office. Continued as clerk for some time afterwards. Some papers were put in a large box in the office; they were lost. All the local tickets were lost. Assisted in replacing the papers after the fire and cannot specify what papers were saved. Have been employed by the company ever since, and is at present in the employ of the
50 receiver. All the papers in the iron safe were saved; the safe was too small to contain all the papers.

(Signed) L. M. DOWNING.

No cross examination by complainants.

Subscribed and sworn before me this 29th May, 1875.

(Signed) F. A. WOOLFLEY,
Special Master.

(Endorsed:) No. 2. No. 5033. U. S. circuit court. H. R. Jackson et al. vs. Vicksburg, Shreveport and Texas Railroad Company et al. Depositions of Jos. F. McGuire and L. M. Downing, taken by and before F. A. Woolfley, special master, on behalf of defendants, and referred to in his report as to the mortgage debt and the account of defendants. (Signed) F. A. Woolfley, special master. Filed January 17th, 1876. (Signed) F. B. Vinot, d'y clerk.

51 *Complainants' claim.*

Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAIL CO. et al. } No. 5033.

The bondholders who have proved their bonds on the reference to the master under the decretal orders in the cause and which are allowed, submit their claim under the clauses in those orders which require—

1st. An account to be taken of all of the property of the corporation above named.

2. An account of all money and property received by the defendants, of the property so sold to them or any of them, or from its profit and income, and to allow such credits as under the circumstances of the case under the law of Louisiana, they are entitled to.

These bondholders claim that the entire railroad, with its rights of way, lands, property, franchises, appurtenances, buildings, structures,
52 improvements which are in the railroad or attached thereto, with the cars, locomotives, engines, waggons, machinery, fixtures which are or have been placed thereon are subject to the terms and conditions of the said mortgage.

2. The bondholders further claim, that they are entitled to a retroces-

sion from Francis B. Stubbs and from George C. Waddill, of lands belonging to the Vicksburg, Shreveport and Texas Railroad Company, which have been conveyed to them by the companies organized by the purchasers under the deeds of 3 February, 1866, or the purchasers themselves, and to the annulment of their titles.

3. The said bondholders claim that, from the date of the commencement of this suit, they are entitled to the fruits or income of the property mortgaged to them, and they charge the said defendants with the sum of nine hundred and twenty-five thousand dollars (as income) $925,000, from the date of the suit till their surrender, under the order of this court, with interest thereon.

4. Or, the plaintiffs (bondholders) claim that the property received by the said defendants is justly chargeable for an occupation rent
53 of forty thousand dollars annually, with interest from the end of each year, at the rate of five per cent. per annum, and will accept this in lieu of the other.

5. The plaintiffs, as stockholders, claim the rent above mentioned from the 3d day of February, 1866, until the first day of January, 1867, when the suit commenced.

6. The corporation (represented on this record by the stockholders thereof), as well as the bondholders, deny that, under the decretal order of the Supreme Court of the United States, the said defendants can make a claim, either upon the bondholders, as mortgagees, or the corporation, for buildings, structures, improvements, cars, locomotives, machinery, implements, or other things included in the mortgage; for that the mortgage was in full force and effect, and bound the railroad and whatsoever was placed upon it or became attached to it.

That the said defendants had full notice of the claims of the bondholders and that their occupation of the railroad, and of its property, effects, and franchises, including its corporate name, was a usurpation
54 and a fraud; and that there is res judicata.

7. The corporators belonging to the Vicksburg, Shreveport, and Texas Railroad Company claim the surrender of the bonds of the State of Louisiana, which have been issued to the North Louisiana and Texas Railroad Company, provided for in the charter of the said company, which is in the record, and more particularly described in act No. 97, p. 13, of the session acts published in 1873, and which was approved April 10th, 1872, with the interest and coupons.

(Signed) CAMPBELL, SPOFFORD & CAMPBELL,
J. A. CAMPBELL,
For bondholders and stockholders, respectively.

DECEMBER 9, 1875.

To F. A. WOOLFLEY, Esq.,
Special Master:

We submit, on behalf of the parties mentioned above, this claim to be filed.

(Signed) J. A. CAMPBELL,
CAMPBELL, SPOFFORD & CAMPBELL,
Sol'rs for Pl'ffs.

(Endorsed:) No. 5033. U. S. circuit court. H. R. Jackson et al.
55 vs. Vicksburg, Shreveport & Texas Railroad Co. et al. Complainants' claim submitted and filed Dec. 9, 1875. (Signed) F. A. Woolfley, sp'l master. Referred to and submitted with report as to account of defendants. (Signed) F. A. Woolfley, special master. Filed January 17th, 1876. (Signed) F. B. Vinot, d'y clerk.

Return to the notice of special master and defendants' claim.

Circuit court of the United States, 5th circuit, district of Louisiana. In equity.

H. R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY et als. } No. 5033.

Respondents in the above entitled case in pursuance to the decree of the circuit court of the United States for the district of Louisiana made herein and the notice served on the respondents by the special master appointed for the purposes set forth in said decree and notice, a
56 copy of which is hereto annexed and made part hereof, respectfully submit:

First. An account of all the property of the Vicksburg, Shreveport, and Texas Railroad Company which came into the possession of all or any one of respondents since the 23d day of December, A. D. 1865, which was included in the mortgage made to John Ray and which now remains in defendants' possession, including property attached to the railroad and forming a necessary part of it, put thereon by respondents for the use of the railroad, as is fully set forth and explained in the annexed account marked Exhibit, "A."

Second. An account of all moneys received by respondents or either of them from the property described in the account above referred to and marked Exhibit A, or from its profits or income since it came into their possession, and the proceeds of any property so received and which has been sold, exchanged, or disposed of by them as per annexed account marked Exhibit B; in this account respondents have set forth the credits which they claim to be entitled to under the circumstances of the case, by the laws of Louisiana.

Respondents proceed respectfully to state the grounds and legal
57 principles on which they claim the credits set up by them in said account B according to the laws and jurisprudence of Louisiana.

Respondents, in addition to the claims and credits set up by them in their answer to the original bill in this case, aver that the legal proceedings under which they purchased, on the 3d February, 1866, the property of the Vicksburg, Shreveport and Texas Railroad Company, included in the mortgage to John Ray of the 1st September, 1857, referred to in complainants' bill and respondents' answer, was regular and in strict compliance with the requirements of the laws of Louisiana to convey a perfect legal title, and that the same did convey to respondents a legal title to the property so acquired, which was expressly decided twice by the supreme court of Louisiana as well as by the district court of La., and that their possession under said title constituted them possessors in good faith according to the laws of Louisiana, and as such entitled to the rents, fruits, and revenues of the property so acquired, until they were evicted thereof by the decree in equity in this case.
58 Respondents therefore claim that they cannot be required to account for the rents, profits, and revenues of the said property.

Respondents further claim and aver that according to the laws of Louisiana they are entitled to pay from complainants for all the improvements, constructions, and works placed by them on the railroad and property acquired by them at said sale on the 3d February, 1866, or the enhanced value of said property created by said ameliorations.

That the said railroad when purchased by respondents was a complete wreck occasioned by the war of the rebellion and a long disuse of it, whereby the cross ties, bridges, and all the wood work of any kind had been destroyed, the depots and other buildings either burned, destroyed, or dilapidated so as to be valueless, the embankments greatly damaged by washing down and broken, and a large quantity of the iron rails removed, and many that were not removed were burnt and twisted during the war to prevent them from being used, which rendered them of but little value; the locomotives and cars were all destroyed by
59 fire, leaving nothing but the irons and damaged road-bed, which was covered with a thick forest of timber and undergrowth.

That finding the Vicksburg, Shreveport and Texas Railroad in the condition above described when respondents came into the possession thereof on the 3rd February, 1866, and in that condition incapable of producing any rents, fruits, or revenues, and still daily deteriorating, they, being in good faith and believing themselves to be the owners of said railroad and the other property so purchased by them as aforesaid, began repairing and rebuilding said railroad by reclearing the track, refurnishing the cross-ties, repairing the embankments, reopening the cuts, rebuilding the bridges and culverts, relaying the track, repairing the engines and cars and obtaining new engines and building new cars, and, in fine, doing everything that was necessary to put the said railroad into successful operations, and without which said railroad could not be operated or produce any revenues, which outlays, consisting of materials and labor for constructing, repairing, maintaining, preserving, and
60 , operating the said railroad, amounts to sixteen hundred and sixty-three thousand nine hundred and ninety-eight dollars and sixty-nine cents ($1,663,998.69), and which improvements and expenditures were useful and necessary and enhanced the value of the railroad and property to the amount of five hundred thousand dollars beyond the costs of said ameliorations, and for amounts of expenditures and enhanced value respondents claim they are entitled to be paid and reimbursed by complainants, with eight per centum per annum thereon from the date of payment of the expenditure, and that such payment and reimbursement should be made in this case before the said railroad and property should be delivered to relators or be sold. That under the laws and jurisprudence of Louisiana the possessor is entitled to retain the possession of the property until the value of his improvements shall be paid and refunded to him, and that it is the duty of the court in such case to fix the time within which such payment and reimbursement shall be made, and if not so made within such time to award execution therefor against the owner, under which the property so improved
61 may be sold to pay the same, and which order and decree herein pray this honorable court to make in accordance to the laws and jurisprudence of Louisiana.

Respondents further claim and aver that they paid and extinguished a mortgage-debt owing by the Vicksburg, Shreveport and Texas Railroad Company for the sum of five thousand dollars, owing to John Pickett, which debt drew eight per cent. per annum interest, and a mortgage *and a mortgage* and vendor's privilege rested on property of the company to secure the payment of the same as described in the act, a copy of which is filed with the aforesaid account B, as a voucher, which amount respondents claim should be paid and refunded to them with eight per cent. per annum interest from the date of such payment, to wit, the day of .

And, further, that respondents have paid a large amount of taxes and

assessments due on property of the Vicksburg, Shreveport and Texas Railroad Company to the corporation of the city of Shreveport, the parish of Caddo, and the State of Louisiana, aggregating the sum of

62 dollars, as per account B and the vouchers therewith filed, which respondents claim should be refunded to them with eight per cent. per ann. interest from the respective dates of payment.

Respondent' finally pray for all such orders and decrees in the premises as may be in conformity with the laws of Louisiana and the equity of this case, and that relators pay the further costs of this proceeding.

(Signed) JOHN RAY,
For himself and as attorney for Ludeling and associates, his co-defendants.

(Signed) WILLIAM H. HUNT,
Of Counsel.

(Endorsed:) C. C. U. States, dist. of L'a. No. 5033. Jackson et al. vs. V., S. & T. R. R. Co. et als. Return to the notice of special master and defendants' claim. Filed May 11th, 1875. (Signed) F. A. Woolfley, special master. Referred to and submitted with report as to the account of defendants. (Signed) F. A. Woolfley, special master. Filed January 17th, 1876. (Signed) F. B. Vinot, d'y clerk.

NOTA.—Notice of special master referred to in foregoing claim of defendants is already transcribed at pages of this transcript.

63 Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company, John T. Ludeling, et al.

Filed Dec. 1, 1875.

F. A. WOOLFLEY,
Special Master.

Commission to John W. Green; copy of interrogatories and cross-interrogatories; order appointing experts; answers of John W. Green, and joint report of commissioners, referred to and submitted with report as to account of defendants.

F. A. WOOLFLEY,
Special Master.

Filed January 17th, 1876.

F. B. VINOT,
D'y Clk.

64 Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To John W. Green:

Know ye that, reposing special trust and confidence in your integrity and ability, we hereby authorize and require you to examine the property of the Vicksburg, Shreveport and Texas Railroad Company, as returned by the defendants, which had been included in the mortgage executed to John Ray on the 1st September, 1857, and to make a report under oath on the interrogatories and cross-interrogatories as experts, as to the present condition and the precise value of all betterments,

additions, and improvements that are upon the same and have come into the hands of the receiver of this court under the decree directing his appointment in the case now depending in said court, wherein Henry R. Jackson and others are complainants and the Vicksburg, Shreveport and Texas Railroad Company and others are defendants.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this ninth day of September, anno Domini 1875, and the 100th year of the Independence of the United States of America.

(Seventy-nine (79) words erased before signing approved.)

[SEAL.] T. A. WOOLFLEY,
Clerk,
By F. B. VINOT,
D'y Clk.

65 U. S. circuit court, district of Louisiana. In equity.

HENRY R. JACKSON ET AL.
vs.
THE VICKSBURG, SHREVEPORT & TEXAS Railroad Company and others.

AT CHAMBERS, *Aug. 23rd*, 1875.

On motion of solicitor for complainants it is ordered as follows:

1st. It appearing that a portion of the bond-holders have obtained leave for the taking of testimony to prove the validity of their claims, and that the return of such commissions is uncertain, it is ordered that the first Monday of December, 1875, be fixed as the time when all claims of bond-holders shall be filed, and all testimony in support thereof be returned, and that no other claim or testimony will be allowed after that date, and that notice hereof be given by four weeks' advertisement.

2d. That all of the testimony upon the subject of the claims or accounts of the defendants for improvements, credits, allowances, and expenses be furnished on or before the said first Monday of December, 1875.

3rd. That the master shall submit his draft on or before the
66 3rd Monday of December, 1875, and that the same shall remain in his office for suggestions and objections for two weeks.

4th. That the report in the case shall be filed on or before the 3rd Monday of January, 1876, for exceptions and actions in the proper office.

5th. That complainants have leave to send a commission to John W. Green, Henry B. Richardson, and J. T. Dabney, to be executed by any two of them, for an examination of the property of the railroad company as returned by the defendants, which had been included in the mortgage, and to make a report under oath on the interrogatories and cross-interrogatories already filed, as experts as to its present condition and the precise value of all betterments, additions, and improvements that are upon the same, and have come into the hands of the receiver of the court under the decree directing his appointment.

(Signed) W. B. WOODS, *Judge.*

CLERK'S OFFICE.

A true copy of the original on file.
New Orleans, August 28th, 1875.

F. B. VINOT, *D'y Clk.*

67 Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT, & TEXAS R. R. Co., Jno. T. Ludeling, et al.

Questions proposed for the examination of John W. Greene, Henry B. Richardson, and J. T. Dabney, commissioners for the examination of the property of the Vicksburg, Shreveport, & Texas Railroad Company.

1st. What is your profession? Have you at any time been engaged on the Vicksburg, Shreveport & Texas Railroad as an engineer or employé; if so, when and under which employment, & how long did you continue in the employment?

2nd. Will you make a careful examination of the railroad of the Vicksburg, Shreveport & Texas Railroad Company? Please state the value of that road at this date and in what the value consists.

3d. Will you state what additions have been made to the value of that road since the 3rd February, 1866, and the precise additions which have been made and are to be found at this date upon the prop-
68 erty? Make a detailed statement of each and every addition, whether of bridges, depots, station-houses, warehouses, sheds, shops, buildings, wharves, engines, cars, tenders, tools, iron rails, tracks, and superstructions, with the value of each, and whether the same adheres to the road in a form for demolition or removal.

4. To make a detailed statement of the cost and the present value of each and every of these additions.

5. The condition of the road west of Monroe, and of all the improvements of the same kind therein.

(Signed) J. A. CAMPBELL,
Sol. for Compl'ts.

Cross-interrogatories.

Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT & TEXAS R. R. Co., John T. Ludeling, et al.

Cross-interrogatories propounded to John W. Green, Henry B. Richardson, and J. T. Dabney, commissioners for the examination
69 of the property of the Vicksburg, Shreveport and Texas Railroad Company.

1st cross-interrogatory. What portion of the said railroad had been completed before the 3rd February, 1866? How many miles of road were then completed? What equipments had it at that time? And what sort of buildings, depots, and bridges were on the road at that time? What kind of cross-ties were on the road before and at the date February 3rd, 1866?

2d cross-interrogatory. In what condition was said railroad & property attached to it in February, 1866? When did you see and examine the said railroad first after February 3rd, 1866; what portion or portions

thereof did you then see and examine? What buildings or depots were then standing or in a condition to be used for the purposes intended at that time? In what condition were the bridges, trestle-work, or culverts at that time? In what condition was the road-bed at that time; was it not damaged by the floods and rains in many places and
70 overgrown with briars, saplins, and thickets? In what condition were the cross-ties at that time? Was it not necessary to rebuild all the bridges, trestle-work, and culverts and depots and shops, and to raise the road-bed at all the streams; if not all, which ones did not require to be rebuilt?

3rd cross-interrogatory. Was not the work of rebuilding and repairing the road retarded and made more expensive by the unusual floods in 1866 and subsequently?

4th cross-interrogatory. State the difference between the cost of labor in 1866, 1867, 1868, 1869, and 1870 and now. Explain the condition of the country along the line of the road from the Mississippi to the Ouachita Rivers during said years. Were not most of the plantations along the line in Madison Parish abandoned? Was it not very difficult and expensive to get provision and supplies for laborers conveyed to the various points along the road during the period when the im-
71 provements were being made? Were not the wrecks of the locomotives on the tract at Monroe, and did not that part necessitate the rebuilding of the road from the Ouachita eastward so as to be able to utilize the locomotives and tracks in rebuilding the road? If the railroad and country were now in the condition it was in February, 1866, would not the same trouble and expense attend the transportation of laborers, provisions, and tools as in 1866? If not, in what would the difference consist?

5th cross-interrogatory. Is not a fact that many of the contractors lost money on their contracts? Did not some of them abandon their contracts and forfeit the 20 per cent. retained? And did not others, at the instance or suggestion of the engineer, have the contract price increased to prevent loss to the contractor, in the case of Malcomb for instance?

6' cross-interrogatory. Did not the defendants honestly try to have the work done as economically as possible?

7th cross-interrogatory. You are asked to make a detailed esti-
72 mate of what the *the* improvements cost and of their present value on the 4th int'y-in-chief. State how you arrive at their present value. Are not the improvements aforesaid necessary for the operation and use of the railroad?

8th cross-interrogatory. If they were removed or destroyed would not similar improvements have to be made and substituted before the railroad could be utilized?

9th cross-interrogatory. If you state what the improvements would cost now, state what they would cost if the railroad and country along the line of road were in the condition they were in 1866, 1867, & 1868.

10th cross-interrogatory. Has not the value of the railroad been *in*-hanced, at least, to the full extent of the sums expended for rebuilding & repairing it?

11th cross-interrogatory. Supposing the railroad to be in the delapidated condition it was in 1866, how long would it take to reorganize the company and rebuild the road and place it in its present condition?

12th cross-interrogatory. How much longer would it take to
73 establish its business connections and secure the business it now has?

13th cross-interrogatory. What would be the probable earnings of the railroad in that period?

14th cross-interrogatory. Is not the railroad inhanced in value to that extent over and above the cost of the materials and workmanship?

15th cross-interrogatory. What would you have estimated the railroad & its property in 1866 at a cash valuation if you had been called on to appraise it? Did any of you state to any one or more of the defendants in 1867 or 1868 what you would have valued the property at? State what this valuation was.

16th cross-interrogatory. State anything further that may more fully explain your answers to the foregoing cross-interrogatories, or that you may know in the premises.

(Signed) JOHN RAY,
Att'y for Def'ts.

CLERK'S OFFICE.

A true copy of the original filed June 26th, 1875.
New Orleans, August 31st, 1875.

F. B. VINOT, *Dy Clk.*

74 Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company, John T. Ludeling, et al.

Answers of John W. Green to interrogatories and cross interrogatories propounded to John W. Green, Henry B. Richardson, and J. T. Dabney, commissioners for the examination of the property of the Vicksburg, Shreveport and Texas Railroad Company.

November, 1875.

75 Circuit Court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
THE VICKSBURG, SHREVEPORT AND TEXAS Railroad Company, John T. Ludeling, et al.

Answers of John W. Green to interrogatories and cross-interrogatories propounded to John W. Green, Henry B. Richardson, and J. T. Dabney, commissioners for the examination of the property of the Vicksburg, Shreveport and Texas Railroad Company.

Answer to the 1st interrogatory. I am a civil engineer. I have been engaged on the Vicksburg, Shreveport and Texas Railroad, as resident engineer, chief engineer, engineer and superintendent, and as receiver and superintendent. My connection with the V., S. & T. R. R'd commenced in the summer of 1858. I was appointed resident
76 engineer of the eastern division of the road (Mississippi to Ouachita River) in 1858, by Major James F. Cooper, the then chief engineer. Upon his resignation, in 1859, I was appointed chief engineer by D'r C. G. Young, then president of the railroad company, which position I held until the commencement of the late war. In March, 1866, I was appointed chief engineer of the road. Notice of

this appointment was informally given, but I believe it was made by Judge John T. Ludeling. In October, 1870, I was appointed superintendent by John Ray, esq., president North L'a & Texas R. R'd Co. I served in this capacity until December 1st, 1873. In March, 1875, I was appointed receiver by Hon. W. B. Woods, judge United States circuit court, and have been in charge of the property since the 12th of April last.

Answer to the 2nd interrogatory. A careful examination of the eastern division of the road, viz, that portion between the Mississippi and Ouachita Rivers, has been made. A less elaborate examination of the western division, viz, that portion between Red River at Shreveport and the line of the State of Texas, has also been made.

77 I am of the opinion that the value of the road should be considered from three stand-points:

First. The value based upon the amount of work done, and materials furnished, together with its landed estate.

Second. The value of the road based upon net earnings in its present condition; landed property again considered.

Third. The value of the road at present operated, if the gap between Monroe and Shreveport was complete.

First. The estimated value of the Vicksburg, Shreveport and Texas Railroad, based upon amount of work done, equipment furnished, landed estate, etc., is one million five hundred and seventy-six thousand four hundred and seventy-nine ($1,576,479.65) and $\frac{65}{100}$ dollars.

The foregoing estimate considers the western division, divested of the lease. The estimated value encumbered with the lease is lessened one hundred and fifty-three thousand four hundred and ninety ($153,490.48) and $\frac{48}{100}$ dollars, leaving one million four hundred and twenty-two thousand nine hundred and eighty-nine ($1,422,989.17) and $\frac{17}{100}$ dollars.

78 Second. The estimated value of the road at present operated, based on revenues, value of lands included, is eight hundred and thirty-three thousand and ninety-eight ($833,098.38) and $\frac{38}{100}$ dollars.

Third. The estimated value of the road at present operated if the gap between Monroe and Shreveport was complete, is three millions four hundred and forty-two thousand four hundred and sixty-five ($3,442,465.00) dollars. For full information in regard to the foregoing estimates, see joint report of Henry B. Richardson and the undersigned commissioners appointed by the honorable court for the examination of the property of the Vicksburg, Shreveport, and Texas Railroad Company; said report, marked "Exhibit A," hereto attached, and made part of this answer.

In discussing the value of the road especial prominence is given to its prospective value. This view of the subject involves the completion of the line between Monroe and Shreveport, and consequently considers the utilization of the work done in placing the eastern and western division of the road in their present condition. I am therefore of the

79 opinion that the true value of the road consists in the value of work done and materials furnished, together with the estimated value of the landed property, viz: one million, five hundred and seventy-six thousand four hundred and seventy-nine ($1,576,479.65) and $\frac{65}{100}$ dollars.

Answer to the 3rd interrogatory. For detailed statement of additions that have been made to the road since the 3d of February, 1866, and now to be found upon the property with the estimated value of each addition, and a statement as to which of them adhere to road in a form for demolition or removal, see report of the two commissioners, marked "Exhibit B," hereto annexed and made part of this answer.

Answer to the 4th interrogatory. It is impossible to determine the cost of each and every addition considered separately put upon the road since February 3rd, 1866. An extract from my report as chief engineer, dated September 1st, 1870, together with information gathered
80 from my report as superintendent for the fiscal year ending August 31st, 1873, and a statement of expenditures incurred from the 31st of August, 1873, to December 1st, 1873, shows the amount chargeable to construction to be five hundred and eighteen thousand two hundred and twenty-six ($518,226.14) and $\frac{14}{100}$ dollars. A statement furnished by the secretary of the North Louisiana and Texas Railroad Company shows that the expenditures from the 3d of February, 1866, to the 13th of April, 1875, for the purposes therein specified, were eight hundred and eighty-four thousand and sixty-one ($884,061.16) and $\frac{16}{100}$ dollars; all of which is embodied in that portion of the joint report of the two commissioners marked "Exhibit C," said report being hereto annexed and made a part of this answer.

The present estimated value of each and every addition put upon the road since February 3d, 1866—analogous articles in some instances considered collectively—is stated in joint report marked "Exhibit B," made a part of my answer to the 3d interrogatory, and is hereby made
81 my answer to that portion of this interrogatory relating to the value of additions made.

Answer to the 5th interrogatory. The condition of the road west of Monroe, and of the improvements thereon, is described in the joint report marked "Exhibit A" and "Exhibit B," made a part of my answers to interrogatories 2 and 3, and is hereby made my answer to this interrogatory.

Answer to cross-interrogatories.

Answer to 1st cross interrogatory. About seventy-four and a quarter miles of road (main line) from the Mississippi River opposite Vicksburg to Monroe had been completed before the 3d of February, 1866. At that time the length of road above stated had been completed. On the 3d of February, 1866, I was not in the State of Louisiana and cannot state what equipments the road had at that date, nor what sort of buildings, depots, and bridges were on the road at that time. Neither can
82 I state the character of cross-ties that were on the road at that date. The condition of the cross ties six months before the 3d of February, 1866, is described in my report dated Vicksburg, Miss., August 8th, 1865, addressed to Hon. John Ray, vice-president V., S. & T. R. Rd. Copy of said report, marked "Exhibit D," is hereto attached and made part of this answer.

Answer to 2nd cross interrogatory. I did not see the railroad and property attached to it in February, 1866. In March, 1866, I saw the property attached to the road in the town of Monroe, and about eight miles of the railroad east of Monroe. During the month of April, 1866, I examined that portion of the railroad between Monroe and Delhi—about 37 miles—and portions of it, between Delhi and Tallulah, about 18 miles. In the fall of 1866 I saw portions of the remainder of the road, viz: from Tallulah to the Mississippi River, opposite Vicksburg. At that time, the condition of the buildings, depots, bridging, road-bed, and cross-ties, on the portion of the road I examined,
83 was similar to the condition they were in on the 8th of August, 1865, date of report referred to in answer to 1st cross-interrogatory, except such change as resulted from natural decay in that length of time. For full description of condition of road, I refer to report marked

"Exhibit D," annexed and made a part of answer to first cross-interrogatory, and is hereby made a part of my answer to this interrogatory. The report alluded to, makes no mention of saplings, thickets, and briers growing on the road-bed, but it is a fact that the road-bed was overgrown in some places, probably five or six miles, with saplings and thickets, and the balance of the line was more or less overgrown with vines and briers. Said report also omits to state that the depot at Delhi was destroyed, and that the depot at Girard was not destroyed. The depot at Girard, then apparently in good order, a mill house and barn at same place, also omitted in said report, were the only buildings of this character on the road at the date of said report. In all other
84 respects, the description then given of the road is, to the best of my knowledge and belief, correct. A comparatively small amount of old materials, except in the matter of cross-ties, between Monroe and Delhi, about 37 miles, were used in repairing superstructure of road. It was necessary to rebuild all of the bridges and trestle-work; that is, the superstructure, and for this purpose new material was, with occasional exceptions, used. Whenever practicable, the old pile-foundations were used. Where depots and shops were destroyed, it became necessary for the proper conduct of the business to provide others. The buildings not destroyed, have been already stated, viz: depot-building at Girard, and millhouse and barn at same place.

The grade line was raised above the high-water mark at the approaches to bridges across the following named streams, viz: Bayou Wacon, Buck Bayou, Con Bayou, Ives Bayou, Henly Bayou, Tensas River, Bayous Dispute and Dispair, Lake One and Grassy Lake. At the latter place, crib work was resorted to; at the other points, embankments of earth were used. There remains about 132 additional bridges and tres-
85 tles. The grade line at twenty-eight of this number (viz 132) was, in the original construction of the road, above the high-water mark—that is, high-water from Mississippi River overflow—and still remains so. At the remainder of the bridges and trestles, viz, about 104 in number, the grade line at this date is still below the flood line. To guard against the damage resulting from the floods, and easily secure the uninterrupted passage of trains during the season of overflow, I think it necessary to raise the grade line at all of the 104 bridges named above high-water mark, and to raise in similar manner the intervening embankments.

Answer to the 3d cross-interrogatory. The work of rebuilding and repairing the road was retarded by the flood of 1866 and subsequent floods. On account of the flood the cost of executing the work was, in some instances, enhanced.

Answer to the 4th cross-interrogatory. In 1866, 1867, 1868, 1869 and 1870 the prevailing rate on this road for laborers was $2.00
86 per day.

In 1869 and 1870, contractors, in some instances, paid $2.50 per day. I obtain the same kind of labor at this time for $1.25 per day. In August, 1865, the country between Monroe and the Mississippi River, opposite Vicksburg, presented a very desolate appearance. At that time the majority of the plantations along the line of road in Madison Parish were abandoned.

During 1866 the proprietors generally occupied their plantations, except on that portion of the line between Delhi and Tallulah. At present some of the plantations in the vicinity of Waverly Station, four miles east of Delhi, are cultivated, but from that point to Tallulah,

about thirteen miles, the condition of the country on the line of road is similar to the condition it was in during 1866, '67, '68, '69, and '70.

Contractors engaged beyond terminus of track found it difficult and expensive at certain seasons of the year to convey provisions to their camps. All of the locomotives in 1866 were at Monroe, and they were all in a more or less damaged condition. I do not think the fact
87 of their being at Monroe necessitated the rebuilding of the road exclusively from that point eastward. The most expeditious mode of rebuilding the road would have been to have commenced simultaneously at the Mississippi and Ouachita Rivers, working from the Ouachita east, and from the Mississippi west. The use of a locomotive and cars is essential to facilitate the work. They could have been transported from Monroe to the eastern terminus of the road by water as was done in 1869. To the best of my knowledge and belief a locomotive and trucks for six cars were transported from Monroe to Delhi in 1869 for the sum of six hundred ($600.00) dollars. If the railroad and country it traverses was now in the same condition as in 1866 the same trouble would attend the transportation of laborers, provisions, and tools, but the expense would not be as great on account of the general decline in values and prices throughout the entire country. I cannot state the exact difference, but it would probably be thirty-five or forty per cent. less than in 1866.

88 Answer to the 5th cross-interrogatory. Some of the contractors asserted that they lost money on their contracts, and to the best of my knowledge and belief the statement was in some instances correct. Some of the contractors abandoned their contracts and forfeited twenty per cent. of the amount they had done. In other cases, contracts, especially for bridging, were let at figures that would have broken down contractors possessing limited means had the contract been enforced. In some instances of this kind, as in the case of Malcomb, I suggested that the price be increased to the same figures awarded other contractors for similar work.

Answer to the 6th cross-interrogatory. Yes, I am of that opinion.

Answer to the 7th cross-interrogatory. I arrived at the present value of improvements as follows: The necessary data to determine the quantity of work done had, in the generality of instances, been pre-
89 served by me. In other cases measurements were made. A careful examination of the road between the Ouachita and Mississippi Rivers was made for the purpose of ascertaining the condition of the improvements. A statement was obtained from the road-master showing the character and condition of property in his keeping. A similar statement was furnished by the master mechanic. The market value of each item was established as accurately as possible. Said values were based upon prices paid for similar work recently done, for supplies recently purchased, and by direct inquiry of railway supply dealers. A comparison with new materials of some character was made, and the determination was fixed by conferring with persons I considered competent, and by the exercise of my own judgment. For further information on this subject, I refer to joint report of the two commissioners marked "Exhibit A" and "Exhibit B," the same made a part of my answer to interrogatories 2nd and 3rd in chief, and is now made a part of this answer. The improvements referred to are all desirable, and are generally necessary for the operation and use of the railroad.

90 Answer to the 8th cross-interrogatory. If the improvements

referred to were removed or destroyed, the most of them would have to be replaced, to property utilize the railroad.

Answer to the 9th cross-interrogatory. I have not the data to determine, in precise terms, the market value in 1866, 1867, and 1868, of each and every addition put upon the road. I am of the opinion that the same work can be done at this date at rates about forty per cent. less than during the year mentioned.

Answer to the 10th cross-interrogatory. No, I do not think the value has been enhanced to that extent.

Answer to the 11th cross-interrogatory. I cannot state how long it would to reorganize the company. If all arrangements were perfected to do the work, that is, if there was no lack of money for the
91 prompt settlement of monthly bills, I believe the road, viz, from the Mississippi River to Monroe could be placed in its present condition in twelve months. With a lavish outlay I think the work could be done in less time.

Answer to the 12th cross interrogatory: It depends entirely upon the measures employed. Under proper management, arrangements would be made in advance of the completion of the road to establish its business connections immediately on completion. I cannot state how long it would take to secure the business it now has. This matter would also depend upon the measures adopted. It would be hastened or delayed in accordance with the activity displayed. My experience on this road has taught me that when operations are interrupted on account of overflow, and the business diverted to other channels, it requires about one month to recover the usual volume of traffic. A new line would not be as widely known as a road with its business fully
92 established, and it is reasonable to suppose it would not receive the trade as soon as the one whose business was only temporarily suspended. I think, however, that in three months after completion its business could be established as well as at present.

Answer to the 13th cross-interrogatory: The earnings of the road between the period of its completion and the date of its receiving its legitimate amount of business, would mainly depend upon the season of the year. The months of October, November, and December are generally the best business months. If the road was opened in October it would, in fifteen months, receive the benefit of two full seasons. If opened in March, April, or May, it would, in fifteen months, obtain the benefit of but one full season. My experience in operating the eastern division of the road shows that if proper regard is paid to keeping the property in repair, and considering the almost annual
93 interruption to business by overflow in the spring, the earnings during four months of the year, say April, May, June, and July, will not meet expenses. The business of March and August will generally provide for operating expenses, while that of the remaining months is usually in excess of ordinary expenses. Net earnings per annum, considering deterioration of iron rails, would probably be $26,380.09. (See joint report of the two commissioners, marked Exhibit A (page 22), hereto annexed and made part of this answer.)

Answer to the 14th cross-interrogatory: A railroad with all of its business connections perfected, and in the enjoyment of a lucrative traffic, is more valuable than a similar railroad not yet in the possession of such advantages. Whatever its net earnings might be during the period necessary for rebuilding it and establishing its business, which, in this case, is assumed to be fifteen months, less the amount of
94 wear and tear of rails, and natural decay of superstructure,

would, in my opinion, represent the enhanced value over and above the present value, not the cost of materials and workmanship.

Answer to the 15th cross-interrogatory: I cannot state what I would have valued the railroad and its property at had I been called on in 1866 to appraise it. I do not remember to have stated to any of the defendants in 1867 or 1868 what I would have valued the property at. I did state to some of the defendants that had I been called upon to appraise the property in 1866, I would have been guided in fixing the value by the then value of materials of the road placed in market for sale, viz: iron rails, spikes, chairs, bridge-irons, locomotives, cars, wheels and axles, and all description of movable material.

Answer to the 16th cross-interrogatory: In replying to the fore-
95 going cross-interrogatories, I have answered as fully as possible. The joint report of the two commissioners referred to in previous answers, and now made a part of this answer, embodies all the material information I am possessed of in the premises.

I, John W. Green, appointed as an expert to examine and report the condition and value, etc., of the property of the Vicksburg, Shreveport and Texas Railroad, described in the mortgage executed to John Ray on the 1st September, 1857, as returned by the defendants, do solemnly swear that I have performed all the duties devolving upon me as such, to the best of my ability, and that the answers to the interrogatories and cross-interrogatories written upon this and the twenty-six next preceding pages are, to the best of my knowledge and belief, true and just; and that said answers, together with the "joint report of commissioners" hereunto annexed and following, to the best of my knowledge and belief, contain all the material information in the premises that I have obtained or am possessed of; and further, that the erasures
96 to be found in my answers to the said interrogatories and cross-interrogatories were made by me before taking and signing this oath, so help me God.

JOHN W. GREEN.

Subscribed and sworn to before me this 27th day of November, 1875, at Monroe, Louisiana.

JNO. H. DINKGRAVE,
Justice of the Peace, Ward No. 3, Parish of Ouachita.

97 Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY, JOHN T. LUDELING, ET ALS.

Joint report of John W. Green and Henry B. Richardson, two of the commissioners appointed for the examination of the property of the Vicksburg, Shreveport and Texas Railroad Company, comprising the following:

Exhibit A. Estimate of the present value of the V., S. & T. R. R.

Exhibit B. Estimate of the present value of the improvements put upon the V., S. & T. R. R. between February 3rd, 1866, and April 13th, 1875.

Exhibit C. Statements relating to the cost of said improvements; and

Exhibit D. Copy of report of J. W. Green, C. E., dated August 8th, 1865, and relating to the condition of the road at that date.

Made in duplicate November, 1875.

98 EXHIBIT A.

ESTIMATED VALUE OF THE VICKSBURG, SHREVEPORT AND TEXAS R. R'D, FROM THE MISSISSIPPI RIVER TO THE TEXAS STATE LINE.

FIRST.—*The eastern division, situated between the Mississippi & Ouachita Rivers*, 71.95 *miles.*

GRUBBING AND CLEARING.

71.95 miles, @ $600 ..... $43,170 00

GRADUATION.

Report of W'm G. Bonner, chief engineer, Sept. 20th, 1856, estimates cost of graduation Mississippi River to Monroe, 74¼ miles @ $262,100.00, at 28c. per cubic yard, the then contract price, = say 936,000 cub. y'ds.

The foregoing estimate contemplates 30,000 linear feet of bridging; the same was reduced to 16,600 linear feet; difference equal 13,400 feet, for which embankments were substituted.

Accepting said report as the best available data to determine quantity of earthwork originally done, we have the following results,
99 viz: 13,640 cubic yards per mile, exclusive of embankment substituted for trestling, 13,400 linear feet of embankment in lieu of trestling, averaging five feet high = say 53,400 cubic yards.

In rebuilding the road the eastern terminus was changed and the line shortened about 2¼ miles.

Estimating 71.95 miles, present length of road, Mississippi to Ouacheta River, less 30,000 linear feet, originally allowed for water-way, at 13,640 cubic yards per mile, we have	903,923	cubic	yards.
Add for embankment, in lieu of trestling	53,400	"	"
Total, as originally built, for 71.95 miles...	957,323	"	"

The above estimate considers embankments of 14 feet crown, with slopes of 1½ to 1. Present condition of road-bed shows average crown of embankments to be about 10 feet, base appearing to be the same as it was originally. This change in dimension of embankments reduces the amount to 860,194 cubic yards.

Elevation of embankment at bridge approaches during reconstruction of road	84,129	cub.	y'ds.
Estimated loss in quantity since construction	4,148	"	"
Estimated quantity at present	79,981	"	"
Add	860,194	"	"
Estimated am't earth-work	940,175	"	"
At 25c. per cubic yard		$235,043	75

100 BRIDGING.

Bœuff River draw-bridge, Howe's truss, 150 feet long, value, if new	$5,625 00
Deterioration 40%	2,250 00
Present value	3,375 00

Bayou Macon draw-bridge, Howe's truss, 150 feet long, value if new	$5,625 00	
Deterioration 20%	1,125 00	
		4,500 00
Tensas River bridge, Fink's triangular truss, 298 f't long, value if new	$6,600 00	
Deterioration 15%	990 00	
		5,610 00
		$13,485 00

Trestle-work superstructure:

Am't, board measure.	Deterioration.	Value if new @ $40 per M. B. M.	Present value.
634,965 feet	25 per cent	$25,398 60	$19,048 95
1,002,260 "	30 "	40,090 40	28,063 28
64,228 "	33⅓ "	2,569 12	1,712 76
62,888 "	35 "	5,515 52	1,635 09
290,503 "	40 "	11,620 12	6,972 08
288,711 "	50 "	11,548 44	5,774 22
77,731 "	60 "	3,109 24	1,243 70
20,001 "	75 "	800 04	200 01
2,441,287 "		$97,651 48	$64,650 09

Average deterioration about 33⅓ per cent.

Estimated number of original piles	2,975
Number subsequently added	3,213
Total number of piles	6,188

Estimated quantity of material in above-mentioned piles:

2,975 piles, 714,000 f't B. M., @ $20	$14,280 00
3,213 " 781,352 " " @ $20	15,627 04
	$29,907 04
101 Driving 2,975 piles, @ $4	$11,900 00
" 3,213 " @ $4	$12,852 00
	$24,752 00

Excavation for bridge foundations:

Reconstruction of road, 7,388 cub. y'ds, @ 25c.	$1,847 00
Coffer-dams, etc., estimated	$2,700 00

Summary of bridge-work for which no deterioration should be charged, viz:

Driving piles	$24,752 00
Material in piles	29,907 04
Excavation for foundations	1,847 00
Coffer-dams, etc	2,700 00
	$59,206 04

Crib-work:

525 linear f't, @ 1.50	787 50	
Deterioration 60%	472 50	
		315 00
Estimated value of trestling		$64,650 09
Estimated value of Tensas River bridge, & Bayou Macon and Boeuff River draw-bridges		13,485 00
Estimated value of bridging		$137,656 13

Stock-gaps & drains:

26 @ $20 ea	$520 00

102 CROSS-TIES.

Life of good cypress cross ties assumed at eight years. In reconstruction of road the work of placing ties in track commenced in 1866. Without being able to state the number renewed since July, 1870, the date of completion of road from Delta to Monroe, a careful examination of the cross-ties leads us to believe that in the generality of instances such as are entirely unfit for service have been replaced with new ties.

Taking eight years' service as the life standard, the cross-ties now in the track should be fixed at one-half the value of new ties.

74.27 miles main line and sidings @ 2,640 ties per mile, 196,073 ties, @ 60c. per tie	$117,643 80
Deduct for deterioration 50%	58,821 90
Estimated cash value of ties	$58,821 90

IRON TRACK.

2¼ miles rails, @ 100 tons per mile	250 tons.
27 " " @ 88 " " "	2,376 "
44 77/100 " " @ 75½ " " "	3,380 "
Total for 74 77/100 miles main line & siding	6,006 "

The above described rails appear to be of good quality of iron. The estimated "life" of rails of this character, subjected to the rate of service heretofore borne by them, is, say, 30 years. Considering the
103 time occupied in the original construction of the road from the Mississippi River to Monroe prior to the war, the period the road was in operation during the war, and the time the rails have been in use during and since the work of reconstruction, we have approximately nine and one-half years of service, divided as follows, viz: Prior to Feb'ry 3rd, 1866, three years; and since Feb'ry 3rd, 1866, six and one-half years; the total service of (9½) nine and one-half years being 31⅔ per cent. of the estimated "life" of rails.

A careful inspection of the rails indicates the correctness and sufficiency of the above estimate of deterioration, except for a part of the line, say between the 22nd and 28th mile posts from Delta, or a length of six miles, on which the rails appear much more worn than elsewhere, and for which an additional 31⅔ per cent. of expended life is estimated.

Rails that are worn out, that is, unfit for service in the track, are generally estimated (with a view to re-rolling) at one-half the value of new rails.

Estimated value of new rails at works:		
6,006 tons, @ $50.00		$300,300 00
Cost of delivery on road, @ 6.00		36,036 00
Value of new rails delivered		$336,336 00
Value of old rails at works:		
6,006 tons, @ $25.00	$150,150 00	
Cost of delivery at works (taking up rails & freight), @ $6.50	39,039 00	
Value of old rails, in position		$111,111 00
Value of "life" of rails		$225,225 00
104 Value of life of rails bro't for'd		$225,225 00
31⅔ per cent. of life of entire lot expended	$71,321 25	
31⅔ " additional on 6 miles, or on 528 tons, 31⅔ % of $19,800.00	$6,270 00	
Estimated deterioration		$77,591 25
Value of new rails as above		$336,336 00
Present value of rails		$258,744 75

Estimated value of new chairs	$22,914 00	
Deterioration, 10 per cent	2,291 40	
Present value of chairs		$20,622 60
5,000 lbs. spikes per mile, @ 3c., $150.00 per mile, 74.27 m's, @ $150.00	$11,140 50	
Deterioration, 50 per cent	5,570 25	
Present value of spikes		$5,570 25
31 frogs & 21 switch stands—estimated present value		2,000 00
Total value, iron rails, chairs, frogs, spikes, & switch stands		$286,937 60
Track laying :		
74.27 miles (main line & sidings), @ $600.00		$44,562 00
DEPOTS, SHOPS, PLATFORMS, SECTION-HOUSES, &C.		
Monroe new depot & platform	$3,094 86	
do engine-house	1,400 00	
do machine & carpenter shop, and *do* platform to blacksmith shop	4,165 28	
do blacksmith shop	859 04	
do cotton shed	600 00	
do store house	150 00	
do sand house	99 37	
		$10,368 55
Forward.		
105 Bro't forward		$10,368 55
Gordon depot		1,150 00
Crew Lake platform		30 00
Girard depot		1,150 00
Rayville "		100 00
Delhi "		1,950 00
Waverly platform		45 00
Lake One "		100 00
Tallulah depot		1,150 00
Limes' platform		80 00
Barnes' "		55 00
California "		80 00
Mound's "		120 00
Delta depot ($3,892.76, less 10 %)	$3,503 49	
do platform & cotton chute ($4,869.08, less 15 %)	4,138 73	
do engine-house	450 00	
do officers' rooms	400 00	
do ticket-office	200 00	
do house for depot hands	150 00	
do cistern-house	25 00	
		$8,867 22
8 section-houses, @ $300.00	2,400 00	
2 do do @ $225.00	450 00	
2 do do @ $100.00	200 00	
7 cisterns at sec. houses, @ $50.00	350 00	
4 wells " " " @ 25.00	100 00	
		3,500 00
Stock pen & chute, Delta	200 00	
4 stock-pens, @ $30.00	120 00	
		320 00
Monroe water-tank	250 00	
La Fourche do & wood-shed	500 00	
Holly Ridge do & platform	250 00	
Waverley do do	400 00	
Grassy Lake do do	400 00	
2½ m. post, frame for water-tank	25 00	
		1,825 00
Carried forward		$30,890 77
106 Bro't forward		$30,890 77
Monroe turn-table (iron work, estimated)	100 00	
Delhi do	275 00	
Delta do	300 00	
		675 00

36 wagon-road crossings, @ $20				720 00
Old machine & carpenter shops, old sec. houses at Delhi, & sec. 9 not utilized				220 00
Total present value of depots, shops, platforms, sec. houses, &c				$32,505 77

ROLLING-STOCK.

2 locomotives, @ $8,225.00,	Caddo & Richland		$16,450 00	
1 do	Maçon		6,350 00	
1 do	Ouachita		3,175 00	
1 do	Madison		6,200 00	
1 do	Reid		5,500 00	
1 wreck of locomotive, Ray (at value of scrap iron)			400 00	
Total present value of locomotive engines				$38,075 00
1 passenger-coach			$3,500 00	
1 do			2,175 00	
1 do			1,950 00	
1 do			1,150 00	
1 baggage-car			1,400 00	
1 do			750 00	
Total present value passenger equipment				$10,925 00
5 box-cars, @ $490.00			2,450 00	
12 do @ $525.00			6,300 00	
8 do @ $565.00			4,520 00	
Total present value of 25 box-cars				13,270 00
(Estimated value of new box-cars, $700.00 each.)				
15 flat cars, @ $365.00			$5,475 00	
2 do @ $377.50			755 00	
9 do @ $390.00			3,510 00	
Total present value of 26 flat cars				9,740 00
(Estimated value of new flat cars, $500.00 each)				
Carried forward				$72,010 00
Bro't forward				$72,010 00
107 2 shanty cars			$1,000 00	
6 hand-cars, @ $40.00			240 00	
3 do @ $60.00			180 00	
1 do			64 00	
6 push-cars, @ $28.00			168 00	
3 do @ $41.00			123 00	
Total present value of cars in roadmaster's dep't				$1,775 00
(Estimated value of new hand-cars, $80.00 ea.)				
(" " " " push " $55.00 ")				
Body of old emigrant-car (trucks estimated as scrap)				50 00
Total present value of rolling-stock				$73,835 00

PILE-DRIVING MACHINES, TOOLS, &C., IN ROADMASTER'S DEPARTMENT.

1 pile-driver, complete	$350 00		
1 do do	275 00		
Extra gearing and hammers for pile-drivers	217 50		
		842 50	
Iron-straighteners, jack-screws, & track-jacks		196 88	
Other track & bridge tools		377 31	
Wheelbarrows, skiffs, & batteaux		94 93	
Pulley-blocks, rope, & tarpaulin		53 13	
Total present value of machines, tools, &c., in roadmaster's department		$1,564 75	

(The above is exclusive of cars used in this department which are included in estimate of rolling-stock.)

108 PRESENT VALUE OF MACHINERY AND TOOLS IN THE MASTER-MECHANIC'S DEPARTMENT.

1 stationary engine, boiler, & smoke-stack	$271 38
1 hydraulic wheel-press	971 00
1 drill-press, with drills, chucks, & bars	660 00
2 lathes, with dogs and tools	785 00
1 planer, with tools	950 00
1 pressure-blower, with counter-shaft & pipe	162 86
2 grindstones (1 fitted for power)	125 00
1 circular saw & frame, with extra saw	32 00
96 f't shafting, with belting, pulleys, & hangers, &c	498 69
1 hand cylinder boring machine	400 00
Lot of machinists' tools	394 65
Lot of blacksmiths' tools	210 95
Total present value machinery, &c., master mechanic's dep't	$5,461 53

PRESENT VALUE OF SUNDRY MATERIALS ON HAND.

Fuel	585 00
Timber & lumber	239 45
Oil, waste, lanterns, & sundry shop & train supplies	385 16
Wrought bar iron	395 67
Iron castings	182 67
Steel, brass, &c	311 66
Materials for car trimming & upholstering	180 50
Extra wheels & axles	2,481 50
Extra tools, tender, tank, &c	346 65
Pipe & hose in engine-house	192 20
Scrap-iron & steel	747 55
Total present value materials on hand	$6,047 41

109 PRESENT VALUE OF OFFICE AND DEPOT FURNITURE, STATIONERY, AND ENGINEERING INSTRUMENTS.

Desks, chairs, ticket-cases, &c	$683 50
Stoves, lamps, water-coolers, &c	209 00
Lot of stationery, blanks, & blank books	1,000 00
Tickets and baggage-checks	575 00
Maps, books, & records	200 00
Copying-presses & dating-stamps	201 00
Warehouse & cotton trucks, scales, &c	471 25
Engineering instruments	655 00
	$3,994 75

ENGINEERING & INCIDENTALS—EASTERN & WESTERN DIVISIONS.

Survey & location of line	$15,000 00
Engineering during construction	45,000 00
Office organization during construction	20,000 00
	$80,000 00

Divided as follows:

For the eastern division	$64,000 00	
" " western do.	16,000 00	
		$80,000 00

Estimated time required to construct eastern division, two years.
" " " " " western do. one year.

110 RECAPITULATION OF THE FOREGOING ITEMS OF VALUE OF "EASTERN DIVISION."

Grubbing & clearing	$43,170 00
Graduation	235,043 75
Bridging	137,656 13
Stock-gaps & drains	520 00
Cross-ties	58,821 90

Iron rails, spikes, chairs, frogs, & switch-stands	286,937 60
Track-laying	44,562 00
Depots, shops, platforms, section-houses, etc	32,505 77
Rolling-stock	73,835 00
Pile-driving machines, tools, &c., in roadmasters' dep't	1,564 75
Machinery & tools in master mechanics' dep't	5,461 53
Materials on hand	6,047 41
Office & depot furniture, stationery, & engineering inst's	3,994 75
Engineering & incidentals	64,000 00
Total	$994,120 59

The above estimate is based upon what is believed to be the present market value of the items specified.

Estimated net earnings less deterioration of iron rails for 2 years (estimated time for construction)	$52,760 18
Value of materials & workmanship as above	$994,120 59
Estimated present value of eastern division, exclusive of landed estate	$1,046,880 77

111 SECOND.—*The "middle division" situated between the Ouachita and Red Rivers = 96 miles.*

Just prior to the late war, a few miles of the "right of way" in the vicinity of the Ouachita River was cleared and a small amount of grading done. Nothing further has been done upon this division of the road, and at this date the condition of the work referred to is such as to render it of no value.

The line of the road between Monroe & Shreveport has been surveyed and its location defined; but as all the notes, detailed maps, and profiles of this portion of the road were destroyed during the war, the results of the engineering work cannot be properly utilized. We therefore affix no money value to this work in our appraisement of the property.

112, 113 THIRD.—*The "western division," situated between the Red River and Shreveport, and the line of the State of Texas, about 20 miles.*

This division of the road was leased to the Southern Pacific Railroad Company, by the president and directors of the Vicksburg, Shreveport and Texas Railroad Company, in September, 1862. The road at that date was incomplete. It was opened for traffic by the Southern Pacific R. R. Co. in July, 1866, and has been in operation since that time. It is now in possession of and is being operated by the Texas and Pacific Railway Company.

We did not give this portion of the road the same elaborate inspection to which the eastern divison was subjected; but the examination made discloses the fact that it was in fair operating condition.

We cannot obtain the data to determine the quantity of work done on this portion of the road with the same accuracy as on the eastern division; but from information gathered from the reports of Wm. G. Bonner, former chief engineer, and facts and statistics furnished by the officials of the Texas and Pacific Railway Co., we submit the following estimate which will probably approximate the quantity and value of materials and workmanship:

114 GRUBBING AND CLEARING.

Say 20 miles @ $400.00 per mile	$8,000 00

GRADUATION.

20 miles at say 35,000 cub. yards per mile, "road-bed measurement," 700,000 cub. yards @ 15 c. per cub. y'd.	$105,000 00

BRIDGING.

2,147 linear ft. of pile bridging @ $5.00 pr. ft.	$10,735 00
Deterioration 20%	2,147 00
	8,588 00

CROSS-TIES.

Say 21 miles main line & sidings @ 2,640 ties per mile—55,440 ties @ 40 c. ea.	$22,176 00
Deterioration 33⅓ per cent	7,392 00
	14,784 00

IRON TRACK.

Say 21 miles of rails @ 70 tons per mile, 1,470 tons @ $56.00 per ton (value of new rails delivered)		$82,320 00
Value of same as old rails at works at $25.00 per ton	$36,750 00	
Cost of delivery at works @ $6.50	9,555 00	
Value as old rails in position		$27,195 00
Value of "life" of rails		$55,125 00
Estimated deterioration equal 50% of "life" of rail		$27,562 50
Value of rails as above		$82,320 00
Present value of rails		$54,757 50
Estimated present value of chairs, spikes, frogs, switch stands, &c		5,000 00
Total value of rails, spikes, &c		$59,757 50

115 TRACK LAYING.

Say 21 miles @ $600.00	$12,600 00

DEPOT BUILDINGS, SECTION-HOUSES, WATER-TANKS, ENGINE-SHED, TURN-TABLE, &C.

Estimated present value	$7,200 00

As before stated, we did not make the same critical examination of the western division of the road that was bestowed upon the eastern division. We have generally adopted for the market value of materials and their present deterioration the figures furnished by the superintendent of the Texas and Pacific Railway.

ROLLING-STOCK.

There is no particular portion of the rolling-stock used by the Texas and Pacific Railway Company that can be defined as belonging or pertaining to the western division of the Vicksburg, Shreveport & Texas Railroad; and in the absence of better data we estimate the value of the rolling-stock based on the requirements of the lease, which stipulates a return to the V., S. & T. R. R. Co. of the following number of locomotives and cars in good condition; viz:

3 locomotives, say $9,500.00 ea	$28,500 00
1 passenger car "	5,250 00
1 baggage " "	3,250 00
12 box " @ say $600.00	7,200 00
18 platform cars @ " 475.00	8,550 00
Total	$52,750 00

ENGINEERING & INCIDENTALS.

(See page 12) estimated *a* $16,000 00

116 RECAPITULATION OF THE FOREGOING ITEMS OF VALUE OF THE "WESTERN DIVISION."

Grubbing and clearing	$8,000 00
Graduation	$105,000 00
Bridging	8,588 00
Cross-ties	14,784 00
Iron rails, chairs, spikes, &c	59,757 50
Track laying	12,600 00
Depot buildings, section-houses, water-tanks, &c	7,200 00
Rolling-stock	52,750 00
Engineering and incidentals	16,000 00
	$284,679 50
Estimated net earnings, less deterioration for one year (the estimated time for construction)	$22,454 38
Estimated value of western division, divested of the lease, and exclusive of landed estate	$307,133 88
Estimated value of the western division as encumbered with the lease, (said lease having at this date about nine years' further duration), and exclusive of lands attaching	$153,613 40

The above sum, at eight per cent. compound interest for nine years, would amount to the estimated value of the western division, exclusive of lands.

117 FOURTH.—*Lands, stocks, notes, bills receivable, &c.*

In preparing the foregoing estimates we have not considered the landed estate of the railroad company. Its value cannot be determined; but we, nevertheless, cannot pass this property unnoticed. In the following schedule the values affixed are such as we think may be fairly assumed as a basis of credit:

LANDS THAT MAY BE CLASSED AS ATTACHING TO THE EASTERN DIVISION.

Grounds for depot, shops & engine-house at Monroe, 18 $\frac{52}{100}$ acres *a* $1,000.00	$18,620 00
Depot grounds at Girard Station, 6 $\frac{86}{100}$ acres *a* $200.00	1,212 00
Depot grounds at Delhi, 4 $\frac{41}{100}$ acres *a* $400.00	1,764 00
Depot grounds at Tallulah, 3 $\frac{88}{100}$ acres *a* $200.00	776 00
Depot grounds at Delta, about 23 acres, *a* $500.00	11,500 00
City property in Monroe, estimated *a*	17,700 00
Land in the vicinity of Monroe, 41 $\frac{53}{100}$ acres *a* $100.00	4,153 00
Land in vicinity of Delta, about 36 acres *a* 100.00	3,600 00
Total value of lands attaching to the eastern division	$59,325 00

118 LANDS THAT MAY BE CLASSED AS ATTACHING TO THE WESTERN DIVISION.

Grounds occupied for railroad purposes in Shreveport	$14,100 00
City property in Shreveport	14,600 00
Total value of lands attaching to western division	$28,700 00

LANDS "GRANTED" TO THE VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY.

About 100,400 acres *a* $1.25	$125,500 00
178 $\frac{60}{100}$ acres (Silver Lake tract), city of Shreveport, *a* $50.00	8,940 00
Total value of land "grant"	$134,440 00
Total value of landed estate	$222,465 00

FACE VALUE STOCKS, NOTES, BILLS RECEIVABLE, &C.

Stock N. O., Jackson & G't Northern R. R		$275 00
Notes described in sheriff's deed of sale of February, 1866, amounting to	$28,863 49	
Less notes amounting to	213 06	
Said to have been returned to R. W. Foulk, in consideration of his reconveying the lands for which they were given and losing the sum he had paid on account		$28,650 43
Bills receivable and protested bills described in sheriff's deed of Feb,y, 1866, amounting in aggregate to		16,952 23
Claim against Southern R. R. Co		3,300 72
Carried forward		$49,138 73
119 Bro't forward		$49,178 38
Claim against Brown, Johnson & Arthur, of Vicksburg		$2,000 00
Balance due on individual subscriptions to capital stock of V., S. & T. R. R		261,142 62
Balance due on subscription of city of Vicksburg to capital stock of V., S. & T. R. R		56,822 90
Balance due on subscription of city of Shreveport to capital stock of V., S. & T. R. R		5,322 77
Total face value of stocks, notes, &c		$374,467 67

The foregoing claims form a part of the assets of the Vicksburg, Shreveport & Texas Railroad Company; but the uncertainty of realizing anything upon them prevents us giving them any specific value in our appraisement of the property.

GENERAL SUMMARY.

Value of the Vicksburg, Shreveport & Texas Railroad.

Eastern division	$1,046,880 77	
Lands attaching to eastern division	59,325 00	
Total value of eastern division		$1,106,205 77
Western division (divested of lease)	$307,133 88	
Lands attaching to western division	28,700 00	
Total value of western division (divested of lease)		$335,833 88
Land-grant		$134,440 00
Total value of V., S. & T. R. R		$1,576,479 65

The estimated value of the western division, considered as encumbered with the lease (vide page 18), is $153,490.48 less than that given in the above general summary, making the total value of the V., S. & T. R. R., considered as encumbered by said lease, $1,422,989.17.

120 ESTIMATED VALUE OF THE VICKSBURG, SHREVEPORT AND TEXAS RAILROAD, BASED UPON NET EARNINGS OF ROAD AT PRESENT OPERATED.

FIRST.—*The eastern dirision.*

The reports of the superintendent of the road for the fiscal years ending August 31st, 1871, '72, & '73, show the net earaings during those years to have been $138,607.78.

The office-records show the net earnings from August 31st, 1873, to August 31st, '75, to have been, approximately, $34,139.16; equal for five years, $172,737.94.

Estimated net earnings per annum	$34,437 59
Deduct for deterioration of iron rails	$8,167 50
Clear profit per annum	$26,380 09

At eight per cent. per annum the above sum represents a capital of $329,753.63, the assumed value of the eastern division based on its business operations.

Add for lands attached	$59,325 00
Value based on earnings as above stated	$329,753 63
Total value of eastern division	$389,078 63

121 SECOND.—*The western division.*

The published report of the Texas & Pacific Railway Company (operating this division of the road under lease) for the fiscal year ending May 31st, 1875, shows the net earnings to be $26,454.38. No satisfactory information could be obtained in regard to the operations of this portion of the road anterior to the year above stated.

Net earnings per annum	$26,454 38
Deduct for deterioration of rails	4,000 00
Clear profit per annum	22,454 38

At eight per cent. per annum $22,454.38 represents a capital of $280,679.75, the assumed value of the western division (divested of the lease) based on business operations.

Add for lands attached	$28,700 00
Value based on earnings as above stated	280,879 75
Total value of western division	309,579 75

SUMMARY.

Estimated value of eastern division	$389,078 63
Estimated value of western division (divested of the lease)	309,579 75
	698,658 38
Land grant	134,440 00
Total value railroad with landed estate	$833,098 38

122 In railroad management the "expense-account" is supposed to cover the deterioration of the property, but until the renewal of rails commences there is a certain amount of deterioration that this portion of the property is subjected to that the "expense-account" does not cover.

To the best of our knowledge and belief there has been no renewal of rails, and in submitting the foregoing estimates of values it is proper that "net earnings" should be reduced to provide for amount charged to wear of rails.

We will further add, that railroad structures generally may continue for a period without any corresponding expense for repairs or renewals; but after reaching a certain extent there is a point beyond which all further deterioration should be repaired as it occurs, and the cost of such repairs included in the "expense-account." We believe that such a point has been attained on this road except in the matter of iron rails.

123 *Estimated value of the Vicksburg, Shreveport & Texas Railroad, based upon probable earnings of the portion of the road now operated, if the gap between Monroe & Shreveport was complete.*

Estimated gross earnings for road from Delta to Texas State line, 188 miles	$1,644,000 00
Operating expenses, deterioration of rails considered	$1,117,600 00
Net earnings	$526,400 00

Equal $2,800.00 per mile.	
Eastern division, say 72 miles, @ $2,800.00 per mile	$201,600 00
At eight per cent. per annum, $201,600.00 assumed net earnings, represents a capital of	$2,520,000 00
Add for value of lands attached	59,325 00
Estimated value eastern division	$2,579,325 00
Western division, say 20 miles, @ $2,800.00 per mile	$56,000 00
At eight per cent. per annum, $56,000.00 assumed net earnings, represents a capital of	$700,000 00
Add for lands attached	28,700 00
Estimated value of western division	$728,700 00
Estimated value eastern division	$2,579,325 00
Estimated value of road now operated if the gap between Monroe & Shreveport was complete	$3,308,025 00
Add for land grant	$134,400 00
Total value	$3,442,465 00

124 The foregoing estimate is purely speculative, and is not offered as representing the present value of the property; but as it is so entirely apparent that the revenues of both divisions of the road will be largely enhanced upon the completion of the gap referred to, an estimate of the road's prospective value—which considers the thorough utilization of work now done—appears to us eminently proper.

In a general review of all the foregoing estimates, we point to that based on quantity of work done and materials furnished, viz, $1,576,479.65, as representing the true value of the railroad and its property.

The words and figures written upon this and the twenty-five pages next preceding compose Exhibit A, and are a part of the joint report of the undersigned commissioners, now respectfully submitted.

JOHN W. GREEN,
HENRY B. RICHARDSON.

125 EXHIBIT B.

STATEMENT OF IMPROVEMENTS PUT UPON THE VICKSBURG, SHREVEPORT, AND TEXAS RAILROAD SINCE FEBRUARY 3D, 1866, AND ESTIMATED PRESENT CASH VALUE OF THE SAME.

FIRST.—*The eastern division (between the Mississippi and Ouachita Rivers 71.95 miles main line).*

Collecting rails and punching same, moving track to line of road that had been washed off by overflow, clearing brush, &c., from road-bed, and transporting locomotive and car-trucks, Monroe to Delta; cost $4,950. 40.

Estimated cash value		$3,325 25
EARTH-WORK.		
Between Delta & Mounds Sta., 27,948 cub. yards, cost	$9,584 33	
Deterioration = 2,052 cubic y'ds:		
Present value 25,896 cub. y'ds, @ 25 c		6,474 00
Elevation of grade line in various bridge approaches: 84,129 cubic yards, cost	$36,087 74	
Deterioration 4,148 cub. y'ds:		
Present value, 79,981 cub. y'ds, 40 c		$31,992 40
Present value total earth-work		$38,466 40

126 BRIDGING.

Fink's triangular truss:		
208 linear f't, cost	$8,851 40	
Present value		$4,500 00
Two draw bridges, Howe's truss, 300 linear f't, cost	$14,614 00	
Present value		$8,985 00
		$13,485 00

TRESTLE-WORK—SUPERSTRUCTURE.

2,441,287 f't b. m., value		$64,650 09

In reconstruction of road, a certain amount of material for trestling—sills principally that were in use before February 3d, 1866—were utilized in perfecting the work. We cannot accurately state how much of the old work remains, but are of the opinion that 30,000 f't b. m. will approximate the amount.

2,441,287 f't b. m. less 30,000 f't b. m. = 2,411,287 f't, @ $40.00 per M. less 33.8% (average deterioration, vide page 73, Exhibit A)		$63,850 88
Driving 3,213 piles @ $4.00	$12,852 00	
Material for same, 781,352 f't, @ $20; no deterioration	$15,627 04	
		28,479 04
Exc. for foundation, 7,388 cu. y'ds, @ 25 c		1,847 00
Coffer-dams, &c		2,700 00
		$96,876 92

CRIB-WORK.

525 lin. feet, @ 1.50	787 50	
Deterioration 60%	472 50	
		315 00
Fink's triangular truss & Howe's truss bridging		13,485 00
Aggregate value		$110,676 92

STOCK-GAPS & DRAINS.

26 @ $20.00	$520 00

127 CROSS-TIES.

We cannot state in exact terms the number of cross-ties in the track, nor accurately fix the number renewed since the road was opened for traffic in July, 1870.

We are of the opinion that the estimate of 2,640 ties per mile will closely approximate the number. We also believe that with the exception of a few cedar ties all of the ties now in the track have been placed in position since February, 1866.

Total number of cross-ties for 74.27 miles main line and sidings, estimated at 2,640 ties per mile, 196,073 ties.

196,073 cypress ties, @ 60c	$117,643 80
Estimated deterioration 50 %	58,821 90
Estimated cash value of ties	$58,821 90

CHAIRS AND SPIKES.

We cannot accurately state number of new chairs nor the amount of new spikes used during reconstruction and since. We believe that chairs were purchased for about 4½ miles of track, and we assume that 50% of the spikes now in the track have been purchased since February, 1866.

2,200 chairs @ 75c		$1,650 00
Value of spikes if new	5,570 25	
Estimated deterioration, 33⅓ %	1,856 75	4,713 50
Present cash value chairs and spikes		$5,363 50
Estimated value frogs and switch-stands furnished since February, 1866		$17,000 00

128 TRACK-LAYING.

74 27 miles @ $600.00		$44,562 00

DEPOTS, SHOPS, PLATFORMS, SECTION-HOUSES, ETC.

Monroe new depot & platforms	$3,094 86	
Do. engine-house	1,400 00	
Do. machine & carpenter shops & platform to blacksmith shop	4,165 28	
Do. blacksmith-shop	859 04	
Do. cotton-shed	600 00	
Do. storehouse	150 00	
Do. sand-house	99 37	
		10,368 55
Gordon depot		1,150 00
Crew Lake platform		30 00
Rayville depot		100 00
Delhi do.		1,950 00
Waverly platform		45 00
Lake One do.		100 00
Tallulah depot		1,150 00
Barnes' platform		55 00
Lunes do.		80 00
California do.		80 00
Mounds do.		120 00
Delta cotton & coal platforms & cotton chute	$4,138 73	
Do. depot	3,503 49	
Do. engine-house	450 00	
Do. officers' rooms	400 00	
Do. ticket office	200 00	
Do. house for depot hands	150 00	
Do. cistern-house	25 00	
		8,867 22
Carried forward		$24,095 77

129 Depots, shops, &c., brot. forward $24,095 77

8 section-houses, @ $300.00	$2,400 00	
2 do. do. @ $225.00	450 00	
2 do. do. @ $100.00	200 00	
7 cisterns @ section-houses, @ $50.00	350 00	
4 wells " " " @ $25.00	100 00	
		3,500 00
Stock-pen & chute at Delta	200 00	
4 stock-pens, @ $30.00	120 00	
		320 00
Monroe water-tank	250 00	
Lafourche do. do. and wood shed	500 00	
Holly Ridge do. do	250 00	
Waverly do. do	400 00	
Grassy Lake do. do	400 00	
2½-mile post, frame for tank	25 00	
		1,825 00
Two turn-tables—wood-work		375 00
36 wagon-road crossings, @ $20.00		720 00
Old machine & carpenter-shops @ Monroe, and old sec. house # 9		170 00
Present value depots, shops, sec. houses, etc		$31,005 77

Since April 13th, 1875, the following of the foregoing buildings have been erected, viz:

Monroe depot & platforms	$3,094 86	
Do. machine & carpenter-shops and platform to blacksmith-shop	4,165 28	
blacksmith-shop	859 04	
store-house	150 00	
sand-house	99 37	
addition to Delhi depot	844 04	
4 section-houses, @ $300 00	1,200 00	
		$10,412 59
Present cash value of depots, shops, section-houses, &c., put on the road since February, 1866, and prior to April 13th, 1875		$20,593 18

126 BRIDGING.

Fink's triangular truss:		
208 linear f't, cost	$8,851 40	
Present value		$4,500 00
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Two turn-tables—wood-work		375 00
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Present value depots, shops, sec. houses, etc		$31,005 77

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store-house	150 00	
sand-house	99 37	
addition to Delhi depot	844 04	
4 section-houses, @ $300 00	1,200 00	
		$10,412 59

Present cash value of depots, shops, section-houses, &c., put on the road since February, 1866, and prior to April 13th, 1875 $20,593 18

130 ROLLING-STOCK.

2 locomotives, Caddo & Richland	$16,450 00
1 do. (Madison), repairs	2,100 00
	18,550 00

In regard to rolling-stock, we quote from the report of J. W. Green, civil engineer, dated August 8th, 1865, & addressed to Hon. John Ray, vice-pres't V., S. & T. R. R., as follows: "The present rolling-stock of the road consists of five locomotives, one passenger, six box, and fourteen platform cars. Two of the engines are badly damaged; the other three can be made serviceable at comparatively small cost. The cars can easily be repaired."

The estimate for repairing five engines in report cited is $9,000.00; and for one passenger & twenty freight cars is $1,000.00. The engines referred to in the report just quoted are the Macon, Ouachita, Reid, Madison & Ray. The engines Caddo & Richland were purchased in 1871. The engine Madison was repaired in 1874. The estimated value of engines Caddo & Richland, & value of repairs to engine Madison, in aggregate $18,500.00, is properly chargeable to "betterments." Engines Macon and Reid were placed in their present serviceable condition since Febr'y, 1866. Engine Ouachita has also been placed in condition for service since that date, but is now disabled by the explosion of its boiler, which occurred since the road came into the hands of the receiver. Engine Ray remains in a dismantled condition, and is now rated at the value of scrap-iron.

We are of the opinion that, in Febr'y, 1866, the engines Macon,
131 Ouachita, Reid, & Ray—although not then in a condition for service—were, nevertheless, of greater intrinsic value (taken collectively) than the same engines on the 13th April, 1875.

We cannot satisfactorily determine the difference in their value at those dates, but assume it as being (say) equal to the damage caused by the explosion of the Ouachita. The engines Macon, Ouachita, Reid & Ray, thus considered, have no bearing upon the value of improvements made between February 3d, 1866, and April 13th, 1875.

CARS.

The report of J. W. Green, dated Aug. 8th, 1865, before referred to, states that about forty-five cars were burnt. This number plus the number then found on the track equals sixty-six.

Number of cars now on the road, as follows:

Passenger-cars	4
Baggage do	2
Box do	25
Flat do	25
Pile-driver do	1
Total	57

The evidence we gather leads us to believe that the wheels and axles now in use for the above-mentioned cars, excepting the pile-driver car, and most of the iron for other portions of said cars, again excepting pile-driver car & springs for two passenger cars, together with a lot of springs for six cars recently purchased by the receiver, was on the road prior to February 3d, 1866.

132	We assume the value of passenger-cars referred to in said report to be at this time equal the value now affixed to the same cars, viz.	$8,500 00
	Also the value of the six box and fourteen flat cars, equal average value of same number of similar cars now on road, say	8,429 18
		$11,929 48
	Estimated value of three small passenger cars, minus the trucks	4,225 00
	Value of two small baggage cars, minus the trucks	1,475 00
	Value of 19 box cars, minus the trucks	3,672 70
	Value of 11 flat cars, minus the trucks	408 32
	Value of pile-driver car complete	390 00
	Value of wood-work in trucks for 35 cars, @ $10	350 00
		$10,521 02
	Deterioration of trucks, viz: wheels, axles, springs, &c., for above-mentioned 35 cars, estimated at $75 per car	2,625 00
		$7,896 02

CARS IN ROADMASTER'S DEPARTMENT.

2 shanty cars, minus the trucks	$500 00
6 hand cars, @ $40.00	240 00
3 do. do. @ $60.00	180 00
1 do. do.	64 00
6 push do. @ $28.00	168 00
3 do. do. @ $41.00	123 00
Total present value of cars in roadmaster's department	$1,275 00

133 RECAPITULATION OF VALUE OF ROLLING STOCK.

Locomotives	$18,550 00
Passenger & freight cars	7,896 02
Cars in roadmaster's department	1,275 00
Total value of rolling stock	27,721 02

PILE-DRIVING MACHINES, TOOLS, ETC., IN ROADMASTER'S DEPART.

1 pile-driver complete	$350 00	
1 do. do. do.	275 00	
Extra gearing & hammers	217 50	
		842 50
Iron-straighteners, jack-screws, & truck-jacks		196 88
Other track & bridge tools		377 31
Wheelbarrows, skiffs & bateaux		94 93
Pulley-blocks, rope, & tarpaulin		53 13
		1,564 75
Deduct for tools purchased by receiver		170 54
Value of above items put on the road between Febr'y 3d, 1866, and April 13, 1875		1,394 21

PRESENT VALUE OF MACHINERY AND TOOLS IN MASTER MECHANIC'S DEPARTMENT.

1 stationary engine, boiler, and smoke-stack	$271 38
1 hydraulic wheel-press	971 09
1 drill-press, with drills, chucks, & bars	660 00
2 lathes, with dogs and tools	785 00
1 planer, with tools	950 00
1 pressure blower with counter-shaft & pipe	162 86
2 grindstones (one fitted for power)	125 00
1 circular-saw & frame with extra saw	32 00
Carried forward	3,957 24

134	Machinery, &c., in master mechanic's dep't bro't for'd	$3,957 24
	96 f't of shafting, with belting, pulleys, hangers, & couplings	498 69
	1 hand cylinder boring machine	400 00
	Lot of machinists' tools	394 65
	Lot of blacksmiths' tools	210 95
	Total present value	5,461 58

Since the 13th of April, 1875, the following of above-mentioned items have been purchased, viz:

1 hydraulic wheel-press	$971 00	
1 pressure blower, &c	162 86	
66 f't shafting, belting, &c	378 69	
1 smoke-stack	71 38	
		1,583 93
Present cash value of machinery & tools in master mechanic's dep't put on the road between February 3d, 1866, and April 13th, 1875		3,877 60

PRESENT VALUE OF SUNDRY MATERIALS ON HAND.

Fuel	$585 00
Timber and lumber	239 45
Oil, waste, lanterns, & sundry shop & train supplies	385 16
Wrought bar-iron	395 67
Iron castings	182 67
Steel, brass, &c	311 66
Materials for car-trimmings & upholstery	180 50
Extra wheels	252 00
Tools, tender, tank, &c	346 05
Pipe & hose in engine-house	192 20
Scrap iron & steel	360 00
Total present value (carried for'd)	3,370 36

135	Sundry materials on hand, brought for'd	$3,370 36
	From the above deduct value of materials purchased by receiver	2,539 91
	Present value of materials on hand furnished between Feb'ry 3d, 1866, & April 13th, 1875	830 45

PRESENT VALUE OFFICE & DEPOT FURNITURE, STATIONERY & ENGINEERING INSTRUMENTS.

Desks, chairs, ticket-cases, &c	$683 50
Stores, lamps, water-coolers, &c	209 00
Lot stationery, blanks, & blank-books	1,000 00
Tickets & baggage-checks	575 00
Maps, books, & records	200 00
Copying-press & dating-stamps	201 00
Warehouse & cotton trucks, scales, &c	471 25
Engineering instruments	330 00
Total	$3,669 75
From the above deduct value of material purchased by receiver	1,031 00
Present value of office-furniture, &c., on hand furnished between Feb'ry 3d, 1866, & April 13th, 1875	$2,638 75

ENGINEERING AND INCIDENTALS.

Estimated time required for repairing road, one year.

Office organization	$10,000 00
Engineering	16,400 00
	$26,400 00

136 RECAPITULATION OF THE VALUE OF IMPROVEMENTS PUT UPON THE EASTERN DIVISION BETWEEN FEBRUARY 3D, 1866, & APRIL 13TH, 1875.

Collecting rails & clearing brush from road-bed, &c	$3,325 25
Earth-work	38,466 40
Bridging	110,676 92
Stock-gaps & drains	520 00
Cross-ties	58,821 00

Chairs & spikes	5,363 50
Frogs & switch-stands	1,700 00
Track-laying	44,562 00
Depots, shops, platforms, section-houses, &c	20,593 18
Rolling-stock	27,721 02
Pile-driving machines, tools, &c., in road-mast. dep't	1,394 21
Machinery & tools in master-mechanic's dep't	3,877 60
Materials on hand	830 45
Office & depot furniture, engineering inst's, &c	2,638 75
Engineering & incidentals	26,400 00
Total	$346,891 18

The above estimate is based upon what is believed to be the present market-value of the items specified in their present condition.

Estimated net earnings, less deterioration of iron rails for fifteen months, estimated time for repairing road and perfecting business connections	$32,975 11
	$379,866 29
Deduct for deterioration of iron rails due to six years' service between Feb'ry 3d, 1866, & Apr. 13th, 1875	$49,005 00
Estimated present value of improvements exclusive of additions of land put upon the eastern division V., S. & T. R. R. (Mississippi to Ouachita River), between Feb'ry 3d, 1866, and April 13th, 1875 (forwarded)	$330,861 29
137 Recapitulation of eastern division bro't for'd	$330,861 29
Depot grounds at Delta, value considered as a basis of credit, (vide page 19, Exhibit "A,") about 23 acres, @ $500.00	$11,500 00
	$342,361 29

SECOND.—*The middle division, Ouachita to Red River, about 96 miles.*

To the best of our knowledge and belief, no works or improvements have been put upon this division of the road since Febr'y 3d, 1866.

THIRD.—*The western division, Red River at Shreveport to the line of the State of Texas, about 20 miles.*

Such information as we have been able to obtain leads us to believe that on the 3d Febr'y, 1866, this portion of the road was incomplete, and that the Southern Pacific Railroad Company was at that time engaged in its construction under the requirements of the lease. (Vide page 15, Exhibit A.)

In July, 1866, this division of the road was opened for traffic, and since that date has been operated by the Southern Pacific and Texas & Pacific Railroad Companies.

We cannot ascertain the precise additions put upon this division of the road since the 3d Febr'y, 1866, by the aforesaid railroad companies.

To the best of our knowledge and belief about the sum of $5,000.00 was expended in July, 1866, by John T. Ludeling et als. in making the final payment for block No. 44, in the city of Shreveport, said property having been purchased by the Vicksburg, Shreveport and Texas Railroad Company prior to February 3d, 1866.

138 GENERAL SUMMARY.

Value of improvements put upon the Vicksburg, Shreveport & Texas Railroad between February 3d, 1866, & April 13th, 1875.

Eastern division (Mississippi to Ouachita River)	$330,861 29
Depot grounds at Delta (value as basis of credit)	11,500 00
Total for eastern division, with land attaching western division, (Shreveport to Texas line)	$342,361 29

Value of work done by Southern Pacific and Texas & Pacific Railway Companies cannot now be ascertained.
Expended for land in Shreveport by John T. Ludeling et als., and consid' in this estimate as a basis of credit 5,000 00

Total $347,361 29

We believe it would be physically possible to remove or demolish all of the aforementioned improvements put upon the Vicksburg, Shreveport & Texas R. R'd since Febr'y 3d, 1866, except the additions of land. Very few of them, however, could be demolished or removed without causing more or less detriment to the value and usefulness of the road. The tools, engines, cars, and materials on hand for service, repairs, and construction, could be easily removed—having no physical adherence other than their gravity—and the road still remain a serviceable and valuable property, on which other engines, cars, &c., might be used. The depots, platforms, tanks, and shops might be demolished, and if the road-bed and rolling-stock remained intact they might still
139 be used in conducting traffic, though with great inconvenience.

It would be possible to remove the cross-ties, spikes and chairs added, to demolish the bridges and trestles, and even draw out and destroy the piles and substructure on which they are founded, and finally to level the earthwork; but when any of these latter demolitions or removals were effected it would no longer be possible to use what remained in carrying on the business of a railroad until the damages were repaired.

If we correctly interpret the spirit of the inquiry in regard to that portion of the property susceptible of demolition or removal, we will class under that head the rolling-stock, viz, locomotives & cars, tools, materials on hand, and office & depot furniture, all of which could be easily removed, and by pre-arrangement similar equipment could be provided, and the business of the road suffer no serious inconvenience.

The remainder of the improvements we regard as properly adhering to the road.

In the foregoing estimates of value of improvements we have endeavored to show the true value of such as have been made between the 3d of February, 1866, and the date when the property came into the hands of the receiver of the court. It has been a matter of some difficulty in a few cases to separate the improvements made before the 13th April, 1875, from those made during the receivership, and especially to separate these latter from the ordinary expenses of maintenance of way and equipment.

140 During the receivership marked improvement has been made in the condition and value of the passenger equipment; new timbers have also been added to many of the freight-cars, and all of the box-cars have been repainted. The cost of these improvements, which were of undoubted necessity, and which were as certainly beyond the usual extent of ordinary repairs for such a limited period, has been included in the "expense account" of the road. We are therefore unable to ascertain the proper extent and value of these evident improvements, over and above the amount chargeable to ordinary expenses, but have stated value of rolling-stock as we now find it.

On the other hand there are certain charges for deterioration occurring during the receivership, the amount of which cannot be definitely ascertained, and is therefore not included in our estimates of value of improvements. One of the items of deterioration referred to consists in the damage sustained by the engine Ouachita from explosion, which has been estimated at from fourteen to fifteen hundred dollars; another

is the injury done to engine Macon, by burning of a portion of its flues. These items, thus taken together, are regarded as an offset to the extraordinary expenses incurred in improving condition of cars.

The receiver's receipt for the property, bearing date April 13th, 1875, shows that at that time six and one-half miles of track was submerged on account of the overflow of the Mississippi River.

The evidence before us induces the belief that on account of the August and September overflow five or six miles of track, at this
141 date, so far as relates to surface and alignment, is not in as good condition as on the 13th of April, 1875; but it is equally certain that the length of track now in better condition than on the 13th of April, 1875, will more than compensate for the defects mentioned.

We believe, under all the circumstances, that it is proper to consider these improvements and deterioration, occurring during the receivership—the true value of which cannot be ascertained by us, and which have been assigned no place in the foregoing estimates, as offsetting one the other.

We further believe that the result obtained by us, as shown in the "general summary" (page 14) is just and fair, and as nearly correct as the facts can be now ascertained.

The words and figures written upon this and the sixteen pages next preceding compose "Exhibit B," and are a part of the joint report of the undersigned commissioners, now respectfully submitted.

JOHN W. GREEN.
HENRY B. RICHARDSON.

MONROE, LA., *November 27th*, 1875.

142 EXHIBIT C.

Extract from report of chief engineer.

ENGINEER'S OFFICE, NORTH LA. & TEXAS R. R'D,
Monroe, La., Sept. 1st, 1870.

Hon. JOHN T. LUDELING, *President:*

SIR: The operations of this department of your road, from January 1st, 1869, to date, will be concisely stated in the following report, viz:

Earthwork		$44,848 87
Bridging		141,045 63
Cross-ties		80,357 25
Clearing, repairing road-bed, and track-laying		29,699 17
Chairs, spikes, frogs, &c		5,969 79
Engine & section-houses, water-tanks, wood-sheds, platforms & turn-tables		4,926 60
Wagon-road crossings & cattle-guards		354 29
Punch & pile driving machines		4,393 78
Rolling-stock		5,598 32
Maintenance of way during construction		3,453 36
Miscellaneous expenses (see detailed report)		3,290 03
Engineering		11,791 99
		$335,729 08
Deduct for rolling stock, pile-driving, &c	$9,992 10	
" " surplus material on hand	27,254 69	
		$37,246 79
Cost of reconstruction of eastern subdivision (carried forward)		$298,482 29

143	Brought forward	$298,482 29
	Add reconstruction acc't, western subdivision	192,286 81
	Total cost construction eastern division (Monroe to Delta)	490,769 10

* * * * * * *

(Signed) J. W. GREEN,
Chief Engineer.

The report of the superintendent for the fiscal year ending August 31st, 1873, and his statement of expenditures between August 31st, 1873, and December 1st, 1873, show that the following amount was charged to construction department, viz:

Fiscal year ending Aug. 31st, 1873	$18,028 82
From Aug. 31st to Dec'r 1st, 1873	9,428 22
	$27,457 04
Add cost of reconstruction eastern div'n (as above)	490,769 10
	$518,226 14

The reports for the fiscal years ending Aug. 31st, 1871 and 1872, do not show the amount chargeable to "construction." To the best of our knowledge and belief there were expended during those years a certain amount for "equipment," viz: For two locomotives, tools for machine-shops, cars, depot-buildings, &c., but we cannot state, in accurate figures, the cost of the same.

144 The books of the North Louisiana and Texas Railroad Company, as is stated by the secretary of the same, show the following expenditures from Feb. 3d, 1866, to April 13th, 1875, for the items named:

Construction		557,287 91
Rolling-stock		77,795 43
Engineering		19,415 87
Salary		58,557 16
Contingent expenses		14,732 52
Interest		136,206 28
Office expenses		4,408 66
Printing		1,590 85
Land grant	$12,714 00	
Less lands sold to G. C. Waddell	3,874 77	
		8,839 23
Law charges		145 55
Right of way & depot-grounds		5,081 70
Total		$884,061 16

The words and figures written upon this and the two next preceding pages comprise Exhibit C, and are a part of the joint report of the undersigned commissioners now respectfully submitted.

JOHN W. GREEN.
HENRY B. RICHARDSON.

MONROE, LA., *November 27th*, 1875.

145 EXHIBIT D.

Copy of engineer's report.

VICKSBURG, MISS., *Aug. 8th*, 1865.

Hon. JOHN RAY,
Vice-President V. S. & T. R. R.:

SIR: The subjoined report shows the condition of your road between the Mississippi and Ouachita Rivers, a distance of seventy five miles.

The road-bed has sustained no material injury except on the 2d, 3d, 5th, and 8th miles. At these points sections of the embankment have been washed away. About fourteen thousand cubic yards of earth will repair the damage. Similar defects occur on other portions of the line, but not sufficiently serious to prevent the adjustment of the track. I would recommend the use of crib-work at the points first indicated, as the speediest and most economical plan of getting the road in running order, after which the earth-work could be substituted.

The cross-ties are very much decayed; two thirds of them should be replaced by new ones. Six and a quarter miles of track have been displaced the overflow, about a half mile torn up, cross-ties burt, and rails bent. All of the rails can again be used. About one mile of iron, near De Soto, has been taken off (supposed by Federal authorities) and is now in use on the Mississippi Southern R. R.

Five hundred and fifteen (515) linear feet of Howe's truss-bridg-
146 ing, and ten thousand nine hundred and eighteen (10,918) feet of trestle work, averaging about ten feet in height, have been burned. The rails in this instance were but slightly injured, the foundations remaining intact. The remaing trestling throughout the line requires more or less repair.

The freight houses at Monroe, Dallas, Tallulah, and De Soto have been burnt. The engine-house and company's office at Monroe has also been destroyed. About forty-five cars have been burnt. The present rolling stock of the road consists of five locomotives, one passenger, six box, and fourteen platform cars. Two of the engines are badly damaged, the other three can be made serviceable at comparatively small cost. The cars can easily be repaired.

The defects of the road may be briefly summed up as follows:

Repair of road-bed	$10,000 00
Clearing right of way	5,600 00
130,000 cross-ties	65,000 00
Placing same in position, equivalent to laying 49 miles of track	29,400 00
350 kegs of spikes	2,500 00
Rebuilding Tensas bridge and Macon and Boeuff Rivers draw-bridges	30,000 00
Rebuilding 10,918 linear feet trestling	65,500 00
Repairing 3,700 linear feet trestling	11,000 00
Freight-houses, engine-houses, & office	15,000 00
Three water-tanks	1,200 00
Rebuilding 14 box and 31 platform cars	20,800 00
Repairing 5 engines	9,000 00
" 1 passenger & 20 freight cars	1,000 00
Total	266,000 00

147 The above statement is the estimated cost of restoring the road to the condition it was in prior to the war.

The following estimate is presented as comprising such wants as are essential for placing the line in operation, equipment to be perfected afterwards:

Repair of road-bed	$5,000 00
100,000 cross-ties	50,000 00
Placing same in position, equivalent to laying 38 miles of track	22,800 00
200 kegs of spikes	1,500 00
Rebuilding Tensas bridge and Macon and Bœuff River draw-bridges	30,000 00
Rebuilding 10,918 linear feet trestling	65,500 00
Repairing 3,700 linear feet trestling	11,000 00
Freight-houses, &c	5,000 00
Three water-tanks	1,200 00
Repairing two engines	2,000 00
" 1 passenger & 20 freight cars	1,000 00
Total	$195,000 00

Respectfully submitted,
(Signed) J. W. GREEN,
Civil Engineer.

The words and figures written upon this and the two pages next preceding compose Exhibit D, and are a part of the joint report of the undersigned commissioners now respectfully submitted.

JOHN W. GREEN.
HENRY B. RICHARDSON.

MONROE, LA., *November 27th*, 1875.

148 Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company, John T. Ludeling et al.

Filed Dec. 1, 1875.

F. A. WOOLFLEY,
Special Master.

Commission to Henry B. Richardson; copy of interrogatories and cross-interrogatories; order appointing experts; answers of Henry B. Richardson, and joint report of commissioners.

Referred to and submitted with report as to account of defendants.

F. A. WOOLFLEY,
Special Master.

Filed January 17th, 1876.

F. B. VINOT,
Dy Clk.

149 Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Henry B. Richardson:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you to examine the property of the Vicksburg, Shreveport and Texas Railroad Company as returned by the defendants, which had been included in the mortgage executed to John Ray on the 1st September, 1857, and to make a report under oath on the interrogatories and cross-interrogatories, as experts, as to its present condition, and the precise value of all betterments, additions, and improvements that are upon the same, and have come into the hands of the receiver of this court under the decree directing his appointment in the case now depending in court wherein Henry R. Jackson and others are complainants, and the Vicksburgh, Shreveport and Texas Railroad Company and others are defendants.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this ninth day of September, anno Domini 1875, and the 100th year of the Independence of the United States of America.

(Seventy-nine [79] words erased before signing approved.)

[SEAL.] F. A. WOOLFLEY, *Clerk*,
By F. B. VINOT, *Dy Clk.*

150 U. S. circuit court, district of Louisiana. In equity.

HENRY R. JACKSON ET AL.
vs.
THE VICKSBURG, SHREVEPORT AND TEXAS Railroad Company and others

AT CHAMBERS, *Aug. 23rd*, 1875.

On motion of solicitor for complainants it is ordered as follows:

1st. It appearing that a portion of the bondholders have obtained leave for the taking of testimony to prove the validity of their claims, and that the return of such commissions is uncertain, it is ordered that the first Monday of December, 1875, be fixed as the time when all claims of bondholders shall be filed and all testimony in support thereof be returned, and that no other claim or testimony will be allowed after that date, and that notice hereof be given by four weeks' advertisement.

2d. That all of the testimony upon the subject of the claims or accounts of the defendants for improvements, credits, allowances, and expenses be furnished on or before the said first Monday of December, 1875.

3d. That the master shall submit his draft on or before the 3rd
151 Monday of December, 1875, and that the same shall remain in his office for suggestions and objections for two weeks.

4th. That the report in the case shall be filed on or before the 3rd Monday of January, 1876, for exceptions and actions in the proper office.

5th. That complainants have leave to send a commission to John W. Green, Henry R. Richardson, and J. T. Dabney, to be executed by any two of them, for an examination of the property of the railroad company as returned by the defendants, which had been included in the mortgage, and to make a report under oath on the interrogatories and cross-inter-

rogatories already filed, as experts, as to its present condition and the precise value of all betterments, additions, and improvements that are upon the same, and have come into the hands of the receiver of the court under the decree directing his appointment.

(Signed) W. B. WOODS, *Judge.*

CLERK'S OFFICE.

A true copy of the original on file.
New Orleans, August 28th, 1875.

F. B. VINOT, *Dy Clk.*

152 Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT & TEXAS R. CO.,
John T. Ludeling, et. al.

Questions proposed for the examination of John W. Green, Henry R. Richardson, and J. T. Dabney, commissioners for the examination of the property of the Vicksburg, Shreveport and Texas Railroad Company.

1st. What is your profession? Have you at any time been engaged on the Vicksburg, Shreveport and Texas Railroad as an engineer or employee; if so, when, and under whose employment, and how long did you continue in their employment?

2d. Will you make a careful examination of the railroad of the Vicksburg, Shreveport and Texas Railroad Company? Please state the value of that road at this date and in what the value consists.

3rd. Will you state what additions have been made to the value
153, 154 of that road since the 3rd February, 1866, and the precise additions which have been made and are to be found at this date upon the property? Make a detailed statement of each and every addition, whether of bridges, depots, station-houses, warehouses, sheds, shops, buildings, wharves, engines, cars, tenders, tools, iron rails, tracks, and superstructures, with the value of each, and whether the same adheres to the road in a form for demolition or removal.

4th. To make a detailed statement of the cost and the present value of each and every of these additions.

5th. The condition of the road west of Monroe, and of all the improvements of the same kind thereon.

(Signed) J. A. CAMPBELL,
Sol. for Compl'ts

CLERK'S OFFICE.

A true copy of the original, filed June 14th, 1875.
New Orleans, August 31st, 1875.

F. B. VINOT,
Dy Clk.

155 Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT & TEXAS R. R. CO., John T. Ludeling, et al.

Cross-interrogatories propounded to John W. Green, Henry B. Richardson, and J. T. Dabney, commissioners for the examination of the property of the Vicksburg, Shreveport and Texas Railroad Company.

1st cross int'y. What portion of the said railroad had been completed before the 3rd February, 1866? How many miles of road were then completed? What equipments had it at that time, and what sort of buildings, depots, and bridges were on the road at that time? What kind of cross-ties were on the road before and at the date February 3d, 1866?

2d cross-interrogatory. In what condition was said railroad and property attached to it in February, 1866? When did you see and examine the said railroad first after February 3d, 1866? What portion or portions thereof did you then see and examine? What buildings or
156 depots were then standing or in a condition to be used for the purposes intended at that time? In what condition were the bridges, trestle-work, or culverts at that time? In what condition was the road-bed at that time? Was it not damaged by the floods and rains in many places, and overgrown with briars, saplin's, and thickets? In what condition were the cross-ties at that time? Was it not necessary to rebuild all the bridges, trestle-work, and culverts and depots and shops, and to raise the road-bed at all the streams? If not all, which ones did not require to be rebuilt?

3rd cross-int'y. Was not the work of rebuilding and repairing the road retarded and made more expensive by the unusual floods in 1866 and subsequently?

4th cross-interrogatory. State the difference between the cost of labor in 1866, 1867, 1868, 1869, and 1870 and now. Explain the condition of the country along the line of the road from the Mississippi to the Ouachita Rivers during said years. Were not most of the plantations along the line in Madison Parish abandoned? Was it not very
157 difficult and expensive to get provision and supplies for laborers conveyed to the various points along the road during the period when the improvements were being made? Were not the wrecks of the locomotives on the track at Monroe, and did not that fact necessitate the rebuilding of the road from the Ouachita eastward, so as to be able to utilize the locomotives and tracks in rebuilding the road? If the railroad and country were now in the condition it was in February, 1866, would not the same trouble and expense attend the transportation of laborers, provisions, and tools as in 1866? If not, in what would the difference consist?

5th cross-interrogatory. Is it not a fact that many of the contractors lost money on their contracts? Did not some of them abandon their contracts and forfeit the 20 per cent. retained? And did not others, at the instance or suggestion of the engineer, have the contract price increased to prevent loss to the contractor; in the case of Malcomb, for instance?

6th cross-interrogatory. Did not the defendants honestly try to have the work done as economically as possible?

158 7th cross-interrogatory. You are asked to make a detailed estimate of what the improvements cost, and of their present value in the 4th int'y in chief. State how you arrive at their present value. Are not the improvements aforesaid necessary for the operation and use of the railroad?

8th cross-interrogatory. If they were removed or destroyed would not similar improvements have to be made and substituted before the railroad could be utilized?

9th cross int'y. If you state what the improvements would cost now, state what they would cost if the railroad and country along the line of the road were in the condition they were in 1866, 1867, and 1868.

10th cross-interrogatory. Has not the value of the railroad been enhanced at least to the full extent of the sums expended for rebuilding and repairing it?

11th cross-interrogatory. Supposing the railroad to be in the dilapidated condition it was in 1866, how long would it take to reorgan-

159 ize the company and rebuild the road and place it in its present condition?

12th cross-int. How much longer would it take to establish its business connections and secure the business it now has?

13th cross-interrogatory. What would be the probable earnings of the railroad in that period?

14th cross-interrogatory. Is not the railroad enhanced in value to that extent over and above the cost of the materials and workmanship?

15th cross int'y. What would you have estimated the railroad and its property in 1866 at a cash valuation if you had been called on to appraise it? Did any of you state to any one or more of the defendants in 1867 or 1868 what you would have valued the property at? State what this valuation was.

16th cross-int. State anything further that may more fully explain your answers to the foregoing cross-interrogatories, or that you

160 may know in the premises.

(Signed) JOHN RAY,
Att'y for Def'dts.

CLERK'S OFFICE.

A true copy of the original, filed June 26th, 1875.
New Orleans, August 31st, 1875.

F. B. VINOT,
Dy Clk.

161 Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company, John T. Ludeling, et al.

Answers of Henry B. Richardson to interrogatories and cross-interrogatories propounded to John W. Green, Henry B. Richardson, and J. T. Dabney, commissioners for the examination of the property of the Vicksburg, Shreveport and Texas Railroad Company.

November, 1875.

162 Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY, JOHN T. LUDELING, ET AL.

Answers of Henry B. Richardson to interrogatories and cross interrogatories propounded to John W. Green, Henry B. Richardson, and J. T. Dabney, commissioners for the examination of the property of the Vicksburg Shereveport and Texas Railroad Company.

Answer to the 1st interrogatory: I am a civil engineer. I was engaged as assistant engineer on the reconstruction of the eastern subdivision (Delta to Delhi) of the Vicksburg, Shreveport and Texas Railroad, in the employment of the North Louisiana and Texas Railroad Company, from the 1st July, 1869, to about the 1st May, 1870, a period of about ten months.

Answer to the 2nd interrogatory: I have carefully examined the
163 "eastern division" of the railroad, the V., S. & T. R. R. Co., viz, that portion thereof between the Mississippi and Ouachita Rivers, and have also inspected the "western division," or that part of the road between Red River and the line of the State of Texas, and after due deliberation and elaborate computation, am of the opinion that the true value of the said railroad, and of the lands belonging to the said company, is at this date, as nearly as can be ascertained, $1,576,479.65

The proper value of said railroad, in my judgment, consists in the present value of the materials and labor requisite to construct the road as it now exists, with the structures built for its use standing along its line, and to provide the equipment of engines, cars, machinery, tools, and materials now used in conducting its traffic and maintaining its repairs; and to this, in answer to the spirit of the interrogatory, as I conceive it, should be added the value of the lands owned by said railroad company.

The value of said railroad and its property is fully discussed
164 and shown in detail in the exhibit marked A, forming a part of the joint report of John W. Green and the undersigned, commissioners appointed by the honorable court for the examination of the property of the Vicksburg, Shreveport and Texas Railroad Company, said joint report being hereunto attached, and so much thereof as relates to the present value of the property of said railroad company made a part of this answer.

Said exhibit (A) treats of the value of this property in three different aspects, viz:

First. Regarding the present market value of materials and workmanship, with the deterioration suffered by decay and wear, as the basis of estimate as is above indicated;

Second. Its value as an investment of capital, considering the profits to be derived from its present traffic; and,

Third. Its value as an investment of capital, considering the probable profits to be derived from the traffic of the parts now built, were the whole line completed and in operation, to each of which value the estimated value of the lands owned by said company is added.

The value obtained in the manner first considered is, as before
165 stated, $1,576,479.65.

The value deduced under the second view is $833,098.38.

The value estimated under the third view is $3,442,465.00.

The first and second of these estimates are based upon more or less definitely ascertained facts; the third is entirely speculative, but I believe will not be regarded as extravagant by any one familiar with the circumstances of the case.

It is evident from a comparison of these estimates that the profits of the present business of this road are not sufficient to warrant an investment of capital equal to the value of the materials and workmanship that have been put upon it.

In my judgment its greatest present value consists in the possibility of utilizing the work already done, in completing the line from the Mississippi River to the border of Texas, when (as appears from the third estimate above mentioned), its traffic would become so profitable as to render its possession desirable.

It also appears evident that the present possession of the work thus far done is worth no more than the cost of doing the same again,
166 less deterioration, except by the profits to be gained by the traffic of the road as now operated, during such a time as would be required to construct another like it. I therefore assign to this road the value aforementioned, viz, $1,576,479.65.

The western division, considered as encumbered by the lease, which renders it unavailable for use or revenue to the V., S. & T. R. R. Co. for about nine years to come, appears to be of less value to that company than if in its immediate possession, by about $153,490.48, that sum being the difference between the estimated absolute value of that division and the sum which, being invested and reinvested yearly in a business paying an annual profit of eight per cent., would at the end of nine years amount to the said estimated value.

Answer to the 3d interrogatory: The additions which have been made to the V., S. & T. R. R. since the 3d of February, 1866, and to be found upon the property at this date, with the present value of the same, and a statement as to which of them adhere to the road in
167 a form for demolition and removal, are shown in detail in that portion of the joint report of commissioners referred to in my answer to the second interrogatory, and hereunto annexed, marked "Exhibit B," said Exhibit B being made a part of this answer.

Answer to the 4th interrogatory: A detailed statement of the cost of each of these additions cannot be given, there being no sufficient data available for the purpose; but the total cost of most of them—a portion of the same in detail—is shown in that part of the joint report of commissioners hereunto annexed, marked "Exhibit C," said Exhibit C being made a part of this answer. The present value of said additions is shown in detail in Exhibit B, referred to in my answer to the 3d interrogatory, said Exhibit B being also made a part of this answer.

Answer to the 5th interrogatory: The condition of the road west of Monroe, and of the improvements on the same, are shown as fully as the facts can be ascertained in those portions of the aforemen-
168 tioned joint report of commissioners hereunto annexed, marked "Exhibit A" and "Exhibit B," and so much of said Exhibits A and B as refers to the condition of the road west of Monroe are now referred to as forming a part of this answer.

Answer to the 1st cross-interrogatory: To the best of my knowledge and belief, that portion of the Vicksburg, Shreveport and Texas Railroad known as the eastern division (about 74¼ miles of main line), lying between the Mississippi and Ouachita Rivers, had been completed previous to the 3d February, 1866.

I do not know of my own knowledge what portions of the road were in a state of completion on the 3d February, 1866, nor what equipment it then had, nor the sort of buildings, bridges, and cross-ties on the line at that date; but to the best of my information and belief, the report of J. W. Green, civil engineer, made in August, 1865, represents the true condition of the road, with its buildings and equipment, at the date of said report; and also, to the best of my knowledge and
169 belief, no changes took place in their condition from that date to the 3d February, 1866, except such as were due to natural decay and the action of the elements. A copy of said report forms a part of the joint report of commissioners referred to in my answer to the interrogatories-in-chief, and hereunto annexed, being marked "Exhibit D," and made a part of this answer.

Answer to the 2nd cross-interrogatory: Of my own knowledge, I cannot state the condition of the road and property attached to it in February, 1866; but to the best of my information and belief, their condition did not materially differ from that described in the report of J. W. Green, C. E., referred to in my answer to the 1st cross-interrogatory; the copy of said report, which is marked "Exhibit D," and forms a part of the joint report of commissioners hereunto annexed, being made (so much thereof as relates to the condition of the road in August, 1865) a part of this answer.

I first saw and examined the said railroad after February 3d, 1866, in the early part of July, 1869, when I saw and cursorily examined
170 that portion of the line of said road between the Mississippi River, at Delta, and the Ouachita River, at Monroe.

I do not clearly remember what buildings or depots were in a condition to be used in July, 1869. The bridges and trestle-work upon the line referred to were at that time in such a condition that trains were being run over them between Delhi and Monroe, while between Delhi and Delta they were generally either destroyed, in ruins, or in process of reconstruction.

The road-bed had evidently been damaged in some places by floods, and that part of it between Tallulah and Delhi was, generally, to some extent, overgrown with vines or briars. At one point, near Henley Bayou, I remember that a few cottonwood saplings were growing in the road-bed.

To the best of my knowledge and belief it has been found necessary to rebuild the superstructure of all the bridges, and all the buildings now in use upon the eastern division of the road, except the depot at Girard Station, since February 3d, 1866, although a small part of the materials contained in old structures had been used in their reconstruction.

The road-bed was raised above the high-water level during this
171 reconstruction at the approaches to the trestles across most of the principal streams between the Mississippi River and Delhi—viz: at Bayou Maçon, Buch Bayou, Henly Bayou, Tensas River, Bayous Dispute and Despair, Lake One, and Grassy Lake. At the latter point the raising of the road-bed was effected by the use of crib-work, and at the other point mentioned by embankments of earth. At the approaches to about one hundred and thirty other trestles, between Monroe and Delta, the road-bed was not elevated above its former level, the track over about one hundred of them still remaining below the high-water level of floods. In my opinion it is still necessary to raise all of these one hundred or more trestles, and much of the embankment, to insure the continued operation of the road during floods.

Answer to the 3d cross interrogatory: The work of rebuilding and re-

pairing the road was, in some cases, retarded and made more expensive by the floods during my employment upon the work in 1869 and 1870.

172 Answer to the 4th cross-interrogatory: To the best of my knowledge and belief the kind of labor upon the railroad that in 1869 and 1870 cost about two dollars per day, can now be obtained for one dollar and twenty-five cents per day.

In October or November, 1865, I passed through Madison Parish, crossing the railroad at Tallulah, and, to the best of my recollection, the plantations in that part of the country were then generally abandoned. But in July, 1869, I believe the plantations in the vicinity named, and thence to the Mississippi River, were mostly inhabited, and to some extent in cultivation; and the condition of the country along the line of road did not appear to me as greatly differing, in that respect, from its condition at present, most of the plantations immediately along the line of the road between Tallulah and Delhi still remaining, as then, generally abandoned, or at least uncultivated.

The conveyance of provisions and supplies to the points where improvements were being made, during the time I was employed upon the road, was often difficult and expensive.

173 To the best of my information the wrecks of the locomotives *had* been upon the track at Monroe, but previous to July, 1869, one of them had been repaired and carried to Delta, and at that date the work of reconstruction was being carried on from the Mississippi westward.

If the railroad and country were now in the same condition as in February, 1866, the same difficulties would probably attend the transportation of laborers, provisions, and tools as then, but not the same expense. The difference in expense would, in my judgment, consist in the general decrease, since 1866, in the cost of labor, animal power, and materials used in transportation.

Answer to the 5th cross-interrogatory: Some of the contractors represented that they were losing money, and some of them abandoned their work, forfeiting 20 per cent. of the price of what had been done. To the best of my knowledge and belief the contract price for bridging, in the case of J. C. Malcomb, was increased at the instance of the chief engineer.

174 Answer to the 6th cross-interrogatory: To the best of my knowledge there is no reason to suppose otherwise.

Answer to the 7th cross-interrogatory: I have arrived at the present value of the improvements put upon the eastern division in the manner following, viz:

1st. By obtaining their quantities from original measurements, from records relating to their reconstruction, preserved by the chief engineer, and from information furnished by the road-master and master mechanic in the matter of tools, etc.

2nd. By determining their condition as compared with new articles of the same kind, from careful inspection of the track, bridging, and rolling-stock, and from statements as to number and quality, obtained from the road-master and master mechanic regarding tools and materials in the charge of each.

3d. By establishing the present market-price from conversation and correspondence with contractors and dealers in railroad materials, and the comparison of recent price-lists.

4th. By the exercise of my individual judgment.

175 And finally, by careful computation based upon the data thus obtained.

The general method by which the value of these improvements had been reached is shown in those parts of the joint report of commissioners hereunto annexed, marked "Exhibit A" and "Exhibit B," and heretofore referred to in my answers to the 2nd, 3rd, and 5th interrogatories-in-chief; so much of said Exhibits A and B as indicates the means and method by which the present value of improvements has been obtained being made a part of this answer. The improvements made are generally necessary, in my opinion, for the proper use and operation of the railroad.

Answer to the 8th cross-interrogatory: If the improvements put upon the road were to be removed, similar improvements would, in most cases, according to my judgment, have to be substituted before it could be properly utilized.

176 Answer to the 9th cross interrogatory: I have not stated what all the improvements would now cost, but have endeavored to ascertain and state their value in the condition in which they are now to be found. Without having made it the subject of close calculation, I have formed the opinion that the average cost of the different items of the work of repairing the road would now be about forty per centum less than the average cost of the same in 1866, 1867 and 1868.

Answer to the 10th cross-interrogatory: A comparison of Exhibit A and Exhibit B, forming a part of the annexed joint report mentioned in my answers to the 1st, 2d, & 7th cross-interrogatories, shows that the value of the railroad has not been enhanced to the extent of the sums expended for rebuilding and repairing it. So much of said Exhibits A and B as shows the present value and original cost of the improvements put upon the road is here referred to as a part of this answer.

177 Answer to 11th cross-interrogatory: I cannot state the time that would be required to organize the company. If the eastern division of the road were now in the dilapidated condition in which it was in 1866, I am of the opinion that, with sufficient means for the certain and prompt payment of the sums falling due on monthly estimates, and by prosecuting the work simultaneously from the Mississippi westward and from the Ouachita eastward, this part of the road could be repaired and rebuilt in its present form in one year.

Answer to the 12th cross-interrogatory: The time required for the establishment of the average business of the road after the completion of repairs would depend upon the means used to secure business and the season of the year at which the road was opened for traffic. I am of the opinion that three months would be a sufficient time for the purpose.

178 Answer to the 13th cross-interrogatory: For a statement of the probable earnings of the road during a period equal to the time required for its reconstruction and the establishment of its present average business I refer to Exhibit B, forming a part of the joint report of commissioners referred to in my answer to the 1st, 2nd, 7th, and 10th cross-interrogatories, and hereunto annexed; so much of said Exhibit B as relates to the probable earnings of the road during such period, and so much of Exhibit A, forming also a part of said joint report, as indicates the manner in which these earnings are estimated, being made a part of this answer.

Answer to the 14th cross-interrogatory: The value of the eastern division of the road is, in my opinion, now enhanced, by reason of the repairs and improvements put upon it, to the extent of the present value, not the cost of those improvements, and is also further enhanced to the extent of the profits, not the earnings, to be derived from its

present traffic during such a time as would be necessarily required for the execution of said repairs and improvements, and for the establishment of its average business, which time I estimate at one year and three months.

179 Answer to the 15th cross-interrogatory: I am unable to say how I would have appraised the value of the railroad and its property had I been called on to do so in 1866; and, to the best of my recollection, I have never stated to any one the value I would have then placed upon them.

Answer to the 16th cross-interrogatory. The foregoing answers are as full and explicit as I am able to make them, and to the best of my knowledge and belief, said answers, together with the joint report of commissioners referred to in previous answers, hereunto annexed and made a part of this answer, contain all the material information I have obtained or am possessed of in the premises.

I, Henry B. Richardson, appointed as expert to examine and report the condition and value, etc., of the property of the Vicksburg, Shreveport and Texas Railroad, described in the mortgage executed to John

180 Ray on the 1st September, 1857, as returned by the defendants, do solemnly swear that I have performed all the duties devolving upon me as such to the best of my ability; and that the answers to interrogatories and cross-interrogatories written upon this and the nineteen next preceding pages are, to the best of my knowledge and belief, true and just; and that said answers, together with the joint report of commissioners hereunto annexed and following, to the best of my knowledge and belief, contain all the material information in the premises that I have obtained or am possessed of; and further, that the interlineations and erasures to be found in my answers to said interrogatories and cross-interrogatories were made by me before taking and signing this oath. So help me God.

HENRY B. RICHARDSON.

Subscribed and sworn before me this 27th day of November, 1875, at Monroe, Louisiana.

JNO. H. DINKGRAVE,
Justice of the Peace, Ward No. 3, Ouachita Parish.

181 Circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT, AND TEXAS RAILroad Company, John T. Ludeling et als.

Joint report of John W. Green and Henry B. Richardson, two of the commissioners appointed for the examination of the property of the Vicksburg, Shreveport, and Texas Railroad Company, comprising the following:

Exhibit A. Estimate of the present value of the V., S. & T. R. R.

Exhibit B. Estimate of the present value of the improvements put upon the V., S. & T. R. R. between February 3d, 1866, and April 13th, 1875.

Exhibit C. Statements relating to the cost of said improvements. And

Exhibit D. Copy of report of J. W. Green, C. E., dated August 8th, 1865, and relating to the condition of the road at that date.

Made in duplicate November, 1875.

182 EXHIBIT A.

ESTIMATED VALUE OF THE VICKSBURG, SHREVEPORT AND TEXAS R. R'D, FROM THE MISSISSIPPI RIVER TO THE TEXAS STATE LINE.

FIRST.—*The eastern division, situated between the Mississippi & Ouachita Rivers, 71.95 miles.*

GRUBBING AND CLEARING.

71.95 miles, @ $600 ..... $43,170 00

GRADUATION.

Report of W'm G. Bonner, chief engineer, September 20th, 1856, estimates cost of graduation Mississ. River to Monroe, 74¼ miles @ $262,100.00, @ 28c. per cubic yard, the then contract price, = say 936,000 cub. y'ds.

The foregoing estimate contemplates 30,000 linear feet of bridging; the same was reduced to 16,600 linear feet; difference equal 13,400 feet, for which embankments were substituted.

Accepting said report as the best available data to determine quantity of earthwork originally done, we have the following results,
183 viz: 13,640 cubic yards per mile, exclusive of embankment substituted for trestling, 13,400 linear feet of embankment in lieu of trestling, averaging five feet high = say 53,400 cubic yards.

In rebuilding the road the eastern terminus was changed and the line shortened about 2¼ miles.

Estimating 71.95 miles, present length of road, Mississippi to Ouachita River, less 30,000 linear feet, originally allowed for water-way, at 13,640 cubic yards per mile, we have	903,923	cubic yards.
Add for embankment, in lieu of trestling	53,400	" "
Total, as originally built, for 71.95 miles...	957,323	" "

The above estimate considers embankments of 14 feet crown, with slopes of 1½ to 1. Present condition of road-bed shows average crown of embankment to be the same as it was originally. This change in dimension of embankments reduces the amount to 860,194 cubic yards.

Elevation of embankment at bridge approaches during reconstruction of road	84,129	cub. y'ds.
Estimated loss in quantity since construction	4,148	" "
Estimated quantity at present	79,981	" "
Add	860,194	
Estimated am't earth-work	940,175	
@ 25c. per cubic yard	$235,043 75	

184 BRIDGING.

Beuff River draw-bridge, Howe's truss, 150 feet long, value, if new	$5,625 00
Deterioration 40%	2,250 00
Present value	$3,375 00

Bayou Macon draw-bridge, Howe's truss, 150 f't long, value if new	$5,625 00	
Deterioration 20%	1,125 00	
		4,500 00
Tensas River bridge, Frick's triangular, 208 f't long, value if new.	$6,600 00	
Deterioration 15%	990 00	
		5,610 00
		$13,485 00

Trestle-work superstructure:

Am't, board measure.	Deterioration.	Value if new @ $40 per M., b. m.	Present value.
634,965 feet	25 per cent	$25,398 60	$19,048 95
1,002,260 "	30 "	40,090 40	28,063 28
64,228 "	33⅓ "	2,569 12	1,712 76
62,888 "	35 "	2,515 52	1,635 09
290,503 "	40 "	11,620 12	6,972 08
288,711 "	50 "	11,548 44	5,774 22
77,731 "	60 "	3,109 24	1,243 70
20,001 "	75 "	800 04	200 01
2,441,287		$97,651 48	$64,650 09

Average deterioration about 33⅓ per cent.

Estimated number of original piles	2,975
Number subsequently added	3,213
Total number of piles	6,188

Estimated quantity of material in above-mentioned piles:

2,975 piles, 714,000 f't, b. m., @ $20	$14,280 00
3,213 " 781,352 " " @ $20	15,627 04
	$29,907 04

185 BRIDGING.—Contin'ed.

Driving 2,975 piles, @ $4	$11,900 00
" 3,213 " @ $4	12,852 00
	$24,752 00

Excavations for bridge foundations:

Reconstruction of road, 7,388 cub. y'ds, @ 25c.	$1,847 00
Coffer-dams, &c., estimated	$2,700 00

Summary of bridge-work for which no deterioration should be charged, viz:

Driving piles	$24,752 00
Material in piles	29,907 04
Excavation for foundations	1,847 00
Coffer-dams, &c.	2,700 00
	$59,206 04

Crib-work:

525 linear feet, @ 1.50	$787 50	
Deterioration 60%	472 50	
		315 00
Estimated value of trestling		$64,650 09
Estimated value of Tensas River bridge, & Bayou Macon and Boeuff River draw-bridges		13,485 00
Estimated value of bridging		$137,656 13

Stock-gaps & drains:

26 @ $20 each	$520 00

186 CROSS-TIES.

Life of good cypress cross-ties assumed at eight years. In reconstruction of road the work of placing ties in track commenced in 1866. Without being able to state the number renewed since July, 1870, the date of completion of road from Delta to Monroe, a careful examination of the cross-ties leads us to believe that in the generality of instances such as are entirely unfit for service have been replaced with new ties.

Taking eight years' service as the life standard, the cross-ties now in the track should be fixed at one-half the value of new ties.

74.27 miles main line and sidings @ 2,640 ties per mile = 196,073 ties, @ 60c. per tie	$117,643 80
Deduct for deterioration 50%	58,821 90
Estimated cash value of ties	$58,821 90

IRON TRACK.

2½ miles rails, @ 100 tons per mile	250 tons.
27 " " @ 88 " " "	2,376 "
44 77/100 " " @ 75½ " " "	3,380 "
Total for 74 87/100 miles main line & sidings	6,006 "

The above-described rails appear to be of good quality of iron. The estimated "life" of rails of this character, subjected to the rate of service heretofore borne by them, is, say, 30 years. Considering the
187 time occupied in the original construction of the road from the Mississippi River to Monroe prior to the war, the period the road was in operation during the war, and the time the rails have been in use during and since the work of reconstruction, we have approximately nine and one-half years of service, divided as follows, viz: Prior to Feb'ry 3d, 1866, three years; and since Feb'ry 3d, 1866, six and one-half years; the total service of (9½) nine and one half years being 31⅔ per cent. of the estimated "life" of rails.

A careful inspection of the rails indicates the correctness and sufficiency of the above estimate of deterioration, except for a part of the line, say between the 22d and 28th mile-posts from Delta, or a length of six miles, on which the rails appear much more worn than elsewhere, and for which an additional 31⅔ per cent. of expended life is estimated.

Rails that are worn out, that is, unfit for service in the track, are generally estimated (with a view to re-rolling) at one-half the value of new rails.

Estimated value of new rails at works:		
6,006 tons, @ $50.00		$300,300 00
Cost of delivery on road, @ $6.00		36,036 00
Value of new rails delivered		$336,336 00
Value of old rails at works:		
6,006 tons, @ $25.00	$150,150 00	
Cost of delivery at works (taking up rails & freight), @ $6.50	39,039 00	
Value of old rails, in position		$111,111 00
Value of "life" of rails		$225,225 00

188 IRON TRACK.—Continued.

Value of life of rails bro't for'd		$225,225 00
31⅔ per cent. of life of entire lot expended	$71,321 25	
31⅔ " additional on 6 miles, or on 528 tons = 31⅔% of $19,800.00	$6,270 00	
Estimated deterioration		$77,591 25
Value of new rails as above		$336,336 00
Present value of rails		$258,744 75

Estimated value of new chairs	$22,914 00	
Deterioration, 10 per cent	2,941 40	
Present value of chairs		$20,622 60
5,000 lbs. spikes per mile, @ 3c., $150.00 per mile, 74.27 m's, @ $150.00	$11,140 50	
Deterioration, 50%	5,570 25	
Present value of spikes		$5,570 25
31 frogs & 21 switch stands—estimated present value		2,000 00
Total value iron rails, chairs, frogs, spikes, & switch stand		$286,937 60
Track laying:		
74.27 miles (main line & sidings), @ $600.00'		$44,562 00

DEPOTS, SHOPS, PLATFORMS, SECTION-HOUSES, &C.

Monroe, new depot & platforms	$3,094 86	
engine-house	1,400 00	
machine & carpenter shop, and platform to bl'k-sm'th shop	4,165 28	
blacksmith shop	859 04	
cotton shed	600 00	
store house	150 00	
sand house	99 37	
Carried forward		$10,368 55

189 DEPOTS, SHOPS, &C.—Continued.

Bro't forward		$10,368 55
Gordon depot		1,150 00
Crew Lake platform		30 00
Girard depot		1,150 00
Rayville "		100 00
Delhi "		1,950 00
Waverly platform		45 00
Lake One "		100 00
Tallulah depot		1,150 00
Lum's platform		80 00
Barnes' "		55 00
California "		80 00
Mound's "		120 00
Delta depot ($3,892.76, less 10%)	$3,503 49	
Do., platform & cotton chute ($4,869.08, less 15%)	4,138 73	
Do., engine-house	450 00	
Do., officers' room	400 00	
Do., ticket-office	200 00	
Do., house for depot hands	150 00	
Do., cistern-house	25 00	
		$8,867 22
8 section-houses, @ $300.00	2,400 00	
2 do. do., @ $225.00	450 00	
2 do. do., @ $100.00	200 00	
7 cisterns at sec. houses, @ $50.00	350 00	
4 wells " " " @ 25.00	100 00	
		3,500 00
Stock pen & chute, Delta	200 00	
4 stock-pens, @ $30.00	120 00	
		320 00
Monroe water-tank	250 00	
La Fourche do. & wood-shed	500 00	
Holly Ridge do. & platform	250 00	
Waverly do do.	400 00	
Grassy Lake do. do.	400 00	
2½ m. post, frame for water-tank	25 00	
		1,825 00
Carried forward		$30,890 77

190 DEPOTS, SHOPS, TANKS, &C.—Continued.

Bro't forward			$30,890 77
Monroe turn-table (iron work, estimated)		100 00	
Delhi do.		275 00	
Delta do.		300 00	
			675 00
36 wagon-road crossings, @ $20			720 00
Old machine & carpenter shops, old sec. houses at Delhi, & sec. 9 not utilized			220 00
Total present value of depots, shops, platforms, sec. houses, &c			$32,505 77

ROLLING-STOCK.

2 locomotives, @ $8,225.00, Caddo & Richland	$16,450 00	
1 do. Maçon	6,350 00	
1 do. Ouachita	3,175 00	
1 do. Madison	6,200 00	
1 do. Reid	5,500 00	
1 wreck of locomotive, Ray (at value of scrap iron)	400 00	
Total present value of locomotive engines		$38,075 00
1 passenger-coach	$3,500 00	
1 do.	2,175 00	
1 do.	1,950 00	
1 do.	1,150 00	
1 baggage-car	1,400 00	
1 do.	750 00	
Total present value passenger equipment		10,925 00
5 box-cars, @ $490.00	2,450 00	
12 do. @ $525.00	6,300 00	
8 do. @ $565.00	4,520 00	
Total present value of 25 box-cars		13,270 00
(Estimated value of new box-cars, $700.00 each.)		
15 flat cars, @ $365.00	5,475 00	
2 do. @ $377.50	755 00	
9 do. @ $390.00	3,510 00	
Total present value of 26 flat cars		9,740 00
(Estimated value of new flat cars, $500.00 each.)		
Carried forward		$72,010 00

191 ROLLING STOCK—Continued.

Bro't forward		$72,010 00
2 shanty cars	$1,000 00	
6 hand-cars, @ $40.00	240 00	
3 do., @ $60.00	180 00	
1 do.,	64 00	
6 push-cars, @ $28.00	168 00	
3 do., @ $41.00	123 00	
Total present value of cars in roadmaster's depart.		$1,775 00
(Estimated value of new hand-cars, $80.00 each)		
(" " " " push " $55.00 ")		
Body of old emigrant-car (trucks estimated as scraps)		50 00
Total present value of rolling-stock		$73,835 00

PILE-DRIVING MACHINES, TOOLS, &C., IN ROADMASTER'S DEPARTMENT.

1 pile-driver, complete	$350 00	
1 do. do. do.	275 00	
Extra gearing & hammers for pile-drivers	217 50	
		842 50
Iron-straighteners, jack-screws, & track-jacks		196 83

Other track & bridge tools	377 31
Wheelbarrows, skiffs, & batteaux	94 93
Pulley-blocks, rope, & tarpaulins	53 13
Total present value of machines, tools, &c., in roadmaster's department	$1,564 75

(The above is exclusive of cars used in this department which are included in estimate of rolling-stock.)

192 PRESENT VALUE OF MACHINERY AND TOOLS IN THE MASTER-MECHANIC'S DEPARTMENT.

1 stationary engine, boiler, & smoke-stack	$271 38
1 hydraulic wheel-press	971 00
1 drill-press, with drills, chucks, & bars	660 00
2 lathes, with dogs and tools	785 00
1 planer, with tools	950 00
1 pressure-blower, with counter-shaft & pipe	162 86
2 grindstones (1 fitted for power)	125 00
1 circular saw & frame, with extra saw	32 00
96 f't shafting, with belting, pulleys, & hangers, &c	498 69
1 hand cylinder boring machine	400 00
Lot of machinists' tools	394 65
Lot of blacksmiths' tools	210 95
Total present value machinery, &c., in master mechanic's dep't	$5,461 53

PRESENT VALUE OF SUNDRY MATERIALS ON HAND.

Fuel	585 00
Timber & lumber	239 45
Oil, waste, lanterns, & sundry shop & train supplies	385 16
Wrought bar iron	395 67
Iron castings	182 67
Steel, brass, &c	311 66
Materials for car trimming & upholstering	180 50
Extra wheels & axles	2,481 50
Extra tools, tender-tank, &c	346 05
Pipe & hose in engine-house	192 20
Scrap-iron & steel	747 55
Total present value materials on hand	$6,047 41

193 PRESENT VALUE OF OFFICE & DEPOT FURNITURE, STATIONERY, AND ENGINEERING INSTRUMENTS.

Desks, chairs, ticket-cases, &c	$683 50
Stores, lamps, water-coolers, &c	209 00
Lot of stationery, blanks, & blank books	1,000 00
Tickets and baggage-checks	575 00
Map, books, & records	200 00
Copying-presses & dating-stamps	201 00
Warehouse & cotton trucks, scales, &c	471 25
Engineering instruments	655 00
	$3,994 75

ENGINEERING & INCIDENTALS—EASTERN & WESTERN DIVISIONS.

Survey & location of line	$15,000 00
Engineering during construction	45,000 00
Office organization during construction	20,000 00
	$80,000 00

Divided as follows:

For the eastern division	$64,000 00	
" " western do.	16,000 00	
		$80,000 00

Estimated time required to construct eastern division, two years.
" " " " western " one year.

194 RECAPITULATION OF THE FOREGOING ITEMS OF VALUE OF "EASTERN DIVISION,"

Grubbing & clearing	$43,170 00
Graduation	235,043 75
Bridging	137,656 13
Stock gaps & drains	520 00
Cross ties	58,821 90
Iron rails, spikes, chairs, frogs, & switch-stands	286,937 60
Track-laying	44,562 00
Depots, shops, platforms, section-houses, &c	32,505 77
Rolling-stock	73,835 00
Pile-driving machines, tools, &c., in roadmaster's dep't	1,564 75
Machinery & tools in master mechanic's dep't	5,461 53
Materials on hand	6,047 41
Office & depot furniture, stationery, & engineering inst's	3,994 75
Engineering & incidentals	64,000 00
Total	$994,120 59

The above estimate is based upon what is believed to be the present market value of the items specified.

Estimated net earnings less deterioration of iron rails for 2 years (estimated time for construction)	52,760 18
Value of materials & workmanship as above	994,120 59
Estimated present value of eastern division, exclusive of landed estate	$1,046,880 77

195 SECOND.—*The "middle division" situated between the Ouachita and Red Rivers = 96 miles.*

Just prior to the late war, a few miles of the "right of way" in the vicinity of the Ouachita River was cleared and a small amount of grading done. Nothing further has been done upon this division of the road, and at this date the condition of the work referred to is such as to render it of no value.

The line of the road between Monroe & Shreveport has been surveyed and its location defined; but as all the notes, detailed maps, and profiles of this portion of the road were destroyed during the war, the results of the engineering work cannot be properly utilized. We therefore affix no money value to this work in our appraisement of the property.

196 THIRD.—*The "western division," situated between the Red River at Shreveport, and the line of the State of Texas, about 20 miles.*

This division of the road was leased to the Southern Pacific Railroad Company, by the president and directors of the Vicksburg, Shreveport and Texas Railroad Company, in September, 1862. The road at that date was incomplete. It was opened for traffic by the Southern Pacific R. R. Co. in July, 1866, and has been in operation since that time. It is now in possession of and is being operated by the Texas and Pacific Railway Company.

We did not give this portion of the road the same elaborate inspection to which the eastern division was subjected; but the examination made disclosed the fact that it was in fair operating condition.

We cannot obtain the data to determine the quantity of work done on this portion of the road with the same accuracy as on the eastern division; but from information gathered from the reports of Wm. G. Bonner, former chief engineer, and facts and statistics furnished by the officials of the Texas and Pacific Railway Co., we submit the following estimate which will probably approximate the quantity and value of materials and workmanship:

197 GRUBBING AND CLEARING.

Say 20 miles @ $400.00 per mile	$8,000 00

GRADUATION.

20 miles @ say 35,000 cubic yards per mile, "road-bed measurement," 700,000 cubic yards @ 15 c. per cubic y'd	$105,000 00

BRIDGING.

2,147 linear feet of pile bridging @ $5 per ft	$10,735 00
Deterioration 20%	2,147 00
	8,588 00

CROSS-TIES.

Say 21 miles main line & sidings @ 2,640 ties per mile = 55,440 ties @ 40c.	$22,176 00
Deterioration 33⅓ per cent	7,392 00
	$14,784 00

IRON TRACK.

Say 21 miles of rails @ 70 tons per mile=1,470 tons @ $56.00 per ton (value of new rails delivered)		$82,320 00
Value of same as old rails at works @ $25.00 per ton	$36,750 00	
Cost of delivery at works @ $6.50	9,555 00	
Value as old rails in position		$27,195 00
Value of "life" of rails		$55,125 00
Estimated deterioration equal 50% of "life" of rail		$27,562 50
Value of rails as above		$82,320 00
Present value of rails		$54,757 50
Estimated present value of chairs, spikes, frogs, switch stands, &c		5,000 00
Total value of rails, spikes, &c		$59,757 50

198 TRACK LAYING.

Say 21 miles @ $600.00	$12,600 00

DEPOT BUILDINGS, SECTION-HOUSES, WATER-TANKS, ENGINE-SHED, TURN-TABLE, &C.

Estimated present value	$7,200 00

As before stated, we did not make the same critical examination of the western division of the road that was bestowed upon the eastern division. We have generally adopted for the market value of materials and their present deterioration the figures furnished by the superintendent of the Texas and Pacific Railway.

ROLLING-STOCK.

There is no particular portion of the rolling-stock used by the Texas & Pacific Railway Company that can be defined as belonging or pertaining to the western division of the Vicksburg, Shreveport & Texas Railroad; and in the absence of better data we estimate the value of rolling-stock based on the requirements of the lease, which stipulates a return to the V., S. & T. R. R. Co. of the following number of locomotives and cars in good condition; viz:

3 locomotives, say $9,500.00 ea	28,500 00
1 passenger car	5,250 00
1 baggage "	3,250 00
12 box " @ say $600.00	7,200 00
18 platform " @ " $475.00	8,550 00
Total	$52,750 00

ENGINEERING & INCIDENTALS.

(See page 12) estimated @	$16,000 00

199 RECAPITULATION OF THE FOREGOING ITEMS OF VALUE OF THE "WESTERN DIVISION."

Grubbing & clearing	$8,000 00
Graduation	105,000 00
Bridging	8,588 00
Cross-ties	14,784 00
Iron rails, chairs, spikes, &c	59,757 50
Track laying	12,600 00
Depot buildings, section-houses, water-tanks, &c	7,200 00
Rolling-stock	52,750 00
Engineering & incidentals	16,000 00
	$284,679 50
Estimated net earnings, less deterioration for one year (the estimated time for construction)	$22,454 38
Estimated value of western division, divested of the lease, and exclusive of landed estate	$307,133 88
Estimated value of the western division as encumbered with the lease (said lease having at this date about nine years' further duration), and exclusive of lands attaching	$153,643 40

The above sum, at eight per cent. compound interest for nine years, would amount to the estimated value of the western division, exclusive of lands.

200 FOURTH.—*Lands, stocks, notes, bills receivable, &c.*

In preparing the foregoing estimates we have not considered the landed estate of the railroad company. Its value cannot be determined; but we, nevertheless, cannot pass this property unnoticed. In the following schedule the values affixed are such as we think may be fairly assumed as a basis of credit:

LANDS THAT MAY BE CLASSED AS ATTACHING TO THE EASTERN DIVISION.

Grounds for depot, shops & engine-house at Monroe, $18\frac{62}{100}$ acres @ $1,000.00	$18,620 00
Depot grounds at Girard Station, $6\frac{8}{100}$ acres @ $200.00	1,212 00
Depot grounds at Delhi, $4\frac{41}{100}$ acres @ $400.00	1,764 00
Depot grounds at Tallulah, $3\frac{88}{100}$ acres @ $200.00	776 00
Depot grounds at Delta, about 23 acres, @ $500.00	11,500 00
City property in Monroe, estimated at	17,700 00
Land in the vicinity of Monroe, $41\frac{53}{100}$ acres @ $100.00	4,153 00
Land in the vicinity of Delta, about 36 acres @ 100.00	3,600 00
Total value of lands attaching to the eastern division	$59,325 00

201 LANDS THAT MAY BE CLASSED AS ATTACHING TO THE WESTERN DIVISION.

Grounds occupied for railroad purposes in Shreveport	$14,100 00
City property in Shreveport	14,600 00
Total value of lands attaching to western division	$28,700 00

LANDS "GRANTED" TO THE VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY.

About 100,400 acres @ $1.25	$125,500 00
$17\frac{88}{100}$ acres (Silver Lake tract), city of Shreveport, @ $50.00	8,940 00
Total value of land "grant"	$134,400 00
Total value of landed estate	$222,465 00

FACE VALUE STOCKS, NOTES, BILLS RECEIVABLE, &C.

Stock N. O., Jackson & G't Northern R. R		$275 00
Notes described in sheriff's deed of sale of Feb'ry, 1866, amounting to	$28,863 49	
Less notes amounting to	213 06	
Said to have been returned to R. W. Foulk, in consideration of his reconveying the lands for which they were given and losing the sum he had paid on account		$28,650 43
Bills receivable and protested bills described in sheriff's deed of Feb'ry, 1866, amounting in aggregate to		$16,952 23
Claim against Southern Railroad Co		3,300 72
Carried forward		$49,138 78

202 STOCKS, NOTES, &C.—Continued.

Bro't forward		$49,178 38
Claim against Brown, Johnson & Arthur, of Vicksburg		2,000 00
Balance due individual subscriptions to capital stock of V., S. & T. R. R.		261,142 62
Balance due on subscription of city of Vicksburg to capital stock of V., S. T. R. R		56,822 90
Balance due on subscription of city of Shreveport to capital stock of V., S. & T. R. R		5,323 77
Total face value of stocks, notes, &c		$374,467 67

The foregoing claims form a part of the assets of the Vicksburg, Shreveport & Texas Railroad Company; but the uncertainty of realizing anything upon them prevents us giving them any specific value in our appraisement of the property.

GENERAL SUMMARY.

Value of the Vicksburg, Shreveport & Texas Railroad.

Eastern division	$1,046,880 77	
Lands attaching to eastern division	59,325 00	
Total value eastern division		$1,106,205 77
Western division (divested of lease)	$307,133 88	
Lands attaching to western division	28,700 00	
Total value of western division (divested of lease)		$335,833 88
Land "grant"		$134,440 00
Total value of V., S. & T. R. R		$1,576,479 65

The estimated value of the western division, considered as encumbered with the lease (vide page 18), is $153,430.48 less than that given in the above general summary, making the total value of the V., S. & T. R. R., considered as encumbered by said lease, $1,422,989.17.

203 ESTIMATED VALUE OF THE VICKSBURG, SHREVEPORT AND TEXAS RAILROAD, BASED UPON NET EARNINGS OF ROAD AT PRESENT OPERATED.

FIRST.—*The eastern division.*

The reports of the superintendent of the road for the fiscal years ending August 31st, 1871, '72, & '73, show the net earnings during those years to have been $138,607.78.

The office-records show the net earnings from August 31st, 1873, to August 31st, '75, to have been, approximately, $34,139.16; equal for five years, $172,737.94.

Estimated net earnings per annum	$34,547 59
Deduct for deterioration of iron rails	8,167 50
Clear profit per annum	26,380 09

At eight per cent. per annum the above sum represents a capital of $329,753.63, the assumed value of the eastern division based on its business operations.

Add for lands attached	$59,325 00
Value based on earnings as above stated	$329,753 63
Total value of eastern division	$389,078 63

204 SECOND.—*The western division.*

The published report of the Texas & Pacific Railway Company (operating this division of the road under lease) for the fiscal year ending May 31st, 1875, shows the net earnings to be $26,454.34. No satisfactory information could be obtained in regard to the operations of this portion of the road anterior to the year above stated.

Net earnings per annum	$26,454 38
Deduct for deterioration of rails	4,000 00
Clear profit per annum	22,454 38

At eight per cent. per annum $22,454.38 represents a capital of $280,879.75, the assumed value of the western division (divested of the lease) based on business operations.

Add for lands attached	$28,700 00
Value based on earnings as above stated	280,879 75
Total value of western division	309,579 75

SUMMARY.

Estimated value of eastern division	$389,078 63
Estimated value of western division (divested of the lease)	309,579 75
	698,658 38
Land "grant"	134,440 00
Total value railway, with landed estate	$833,098 38

205 In railroad management the "expense-account" is supposed to cover the deteriorating of the property, but until the renewal of rails commences there is a certain amount of deterioration that this portion of the property is subjected to that the "expense-account" does not cover.

To the best of our knowledge and belief there has been no renewal of rails, and in submitting the foregoing estimates of values it is proper that "net earnings" should be reduced to provide for amount charged to wear of rails.

We will further add, that railroad structures generally may continue for a period without any corresponding expense for repairs or renewals; but after reaching a certain extent there is a point beyond which all further deterioration should be repaired as it occurs, and the cost of such repairs included in the "expense-account." We believe that such a point has been attained on this road except in the matter of iron rails.

206 *Estimated value of the Vicksburg, Shreveport & Texas Railroad, based upon probable earnings of the portion of the road now operated, if the gap between Monroe & Shreveport was complete.*

Estimated gross earnings for road from Delta to Texas State line, 188 miles	$1,644,000 00
Operating expenses, deterioration of rails considered	1,117,600 00
Net earnings	$526,400 00

Equal $2,800.00 per mile.	
Eastern division, say 72 miles, @ $2,800.00 per mile	$201,600 00
At eight per cent. per annum, $201,600.00 assumed net earnings, represents a capital of	$2,520,000 00
Add for value of lands attached	59,325 00
Estimated value eastern division	$2,579,325 00
Western division, say 20 miles, @ $2,800.00 per mile	$56,000 00
At eight per cent. per annum, $56,000.00 assumed net earnings, represents a capital of	$700,000 00
Add for lands attached	28,700 00
Estimated value western division	$728,700 00
Estimated value eastern division	$2,579,325 00
Estimated value of road now operated if the gap between Monroe & Shreveport was complete	$3,308,025 00
Add for land grant	134,440 00
Total value	$3,442,465 00

207 The foregoing estimate is purely speculative, and is not offered as representing the present value of the property; but as it is so entirely apparent that the revenues of both divisions of the road will be largely enhanced upon the completion of the gap referred to, an estimate of the road's prospective value—which considers the thorough utilization of work now done—appears to us eminently proper.

In a general review of all the foregoing estimates, we point to that based on quantity of work done and materials furnished, viz, $1,576,479.65, as representing the true value of the railroad and its property.

The words and figures written upon this and the twenty-five pages next preceding compose Exhibit A, and are a part of the joint report of the undersigned commissioners, now respectfully submitted.

JOHN W. GREEN,
HENRY B. RICHARDSON.

MONROE, LA., *November 27th*, 1875.

208 EXHIBIT B.

STATEMENT OF IMPROVEMENTS PUT UPON THE VICKSBURG, SHREVEPORT AND TEXAS RAILROAD SINCE FEBRUARY 3D, 1866, AND ESTIMATED PRESENT CASH VALUE OF THE SAME.

FIRST.—*The eastern division (between the Mississippi and Ouachita Rivers, 71.95 miles main line.)*

Collecting rails and punching same, moving track to line of road that had been washed off by overflow, clearing brush, &c., from road-bed, and transporting locomotive and car-trucks, Monroe to Delta; cost $4,950.40.		
Estimated cash value		$3,325 25
EARTH-WORK.		
Between Delta & Mounds Sta., 27,948 cub. yards, cost	$9,584 33	
Deterioration = 2,052 cub. y'ds.		
Present value 25,896 cub. y'ds, @ 25 c		$6,474 00
Elevation of grade line at various bridge approaches:		
84,129 cub. y'ds, cost	$36,087 74	
Deterioration 4,148 cub. y'ds.		
Present value 79,981 cub. y'ds, @ 40 c		$31,992 40
Present value total earth-work		$38,466 40

209

BRIDGING.

Fink's triangular truss:		
208 linear feet, cost	$8,851 40	
Present value		$4,500 00
Two draw-bridges, Howe's truss, 300 linear feet, cost	$14,614 00	
Present value		8,985 00
		$13,485 00

TRESTLE-WORK—SUPERSTRUCTURE.

2,441,287 f't b. m., value		$64,650 09

In reconstruction of road, a certain amount of material for trestling—sills principally—that were in use before February 3d, 1866, were utilized in perfecting the work. We cannot accurately state how much of the old work remains, but are of the opinion that 30,000 f't b. m. will approximate the amount.

2,441,287 f't b. m. less 30,000 f't b. m. = 2,411,287 f't, @ $40.00 per M. less 33.8% (average deterioration, vide page 3, Exhibit A)		$63,850 88
Driving 3,213 piles @ $4.00	$12,852 00	
Material for same, 781,352 f't, @ 20 c.; no deterioration	$15,627 04	
		$28,479 04
Exc. for foundation, 7,388 cu. y'ds, @ 25 c		1,847 00
Coffer-dams, &c		2,700 00
		$96,876 92

CRIB-WORK.

525 lin. f't, @ $1.50	787 50	
Deterioration 60%	472 50	
		315 00
Fink's triangular truss & Howe's truss bridging		13,485 00
Aggregate value		$110,676 92

STOCK-GAPS & DRAINS.

26 @ $20.00	$520 00

210

CROSS-TIES.

We cannot state in exact terms the number of cross-ties in the track, nor accurately fix the number renewed since the road was opened for traffic in July, 1870.

We are of the opinion that the estimate of 2,640 ties per mile will closely approximate the number. We also believe that with the exception of a few cedar ties all of the ties now in the track have been placed in position since February, 1866.

Total number of cross-ties for 74.27 miles main line and sidings, estimated at 2,640 ties per mile, 196,073 ties.

196,073 cypress ties, @ 60c	$117,643 80
Estimated deterioration 50%	58,821 90
Estimated cash value of ties	$58,821 90

CHAIRS AND SPIKES.

We cannot accurately state number of new chairs nor the amount of new spikes used during reconstruction and since. We believe that chairs were purchased for about 4¼ miles of track, and we assume that 50% of the spikes now in the track have been purchased since February, 1866.

2,200 chairs @ 75c		$1,650 00
Value of spikes if new	$5,570 25	
Estimated deterioration, 33⅓%	1,856 75	3,713 50
Present cash value chairs and spikes		$5,363 50
Estimated value of frogs and switch-stands furnished since Feb'y, 1866		$1,700 00

211 TRACK-LAYING.

74.27 miles @ $600		$44,562 00

DEPOTS, SHOPS, PLATFORMS, SECTION-HOUSES, &C.

Monroe new depot & platforms	$3,094 86	
Do. engine-house	1,400 00	
Do. machine & carpenter shop & platform to blacksmith shop	4,165 28	
Do. blacksmith-shop	859 04	
Do. cotton-shed	600 00	
Do. storehouse	150 00	
Do. sand-house	99 37	
		10,368 55
Gordon depot		1,150 00
Crew Lake platform		30 00
Rayville depot		100 00
Delhi do.		1,950 00
Waverly platform		45 00
Lake One do.		100 00
Tallulah depot		1,150 00
Lums do.		80 00
Barnes' platform		55 00
California do.		80 00
Mounds do.		120 00
Delta cotton & coal platforms & cotton chute	4,138 73	
Do. depot	3,503 49	
Do. engine-house	450 00	
Do. officers' room	400 00	
Do. ticket office	200 00	
Do. house for depot hands	150 00	
Do. cistern-house	25 00	
		$8,867 22
Carried forward		$24,095 77

212 Depots, shops, &c., brot. forward $24,095 77

8 section-houses, @ $300.00	$2,400 00	
2 do. do. @ $225.00	450 00	
2 do. do. @ $100.00	200 00	
7 cisterns at section-houses, @ $50.00	350 00	
4 wells " " " @ $25.00	100 00	
		3,500 00
Stock-pen & chute at Delta	200 00	
4 stock-pens, @ $30.00	120 00	
		320 00
Monroe water-tank	250 00	
Lafourche do. do. and wood-shed	500 00	
Holly Ridge do. do	250 00	
Waverly do. do	400 00	
Grassy Lake do. do	400 00	
2½-mile post, frame for tank	25 00	
		1,825 00
Two turn-tables—wood-work		375 00
36 wagon-road crossings, @ $20		720 00
Old machine & carpenter shops at Monroe, and old sec. house No. 9		170 00
Present value depots, shops, section-houses, etc		$31,005 77

Since April 13th, 1875, the following of the foregoing buildings have been erected, viz:

Monroe depot & platforms	$3,094 86	
Do. machine & carpenter shop and platform to blacksmith-shop	4,165 28	
blacksmith-shop	859 04	
store-house	150 00	
sand-house	99 37	
addition to Delhi depot	844 04	
4 section-houses, @ $300.00	1,200 00	
		$10,412 59

Present cash value of depots, shops, section-houses, &c., put on the road since February, 1866, and prior to April 13th, 1875 $20,593 18

213 ROLLING-STOCK.

2 locomotives,	Caddo & Richland	$16,450 00
1 do.	(Madison), repairs	2,100 00
		18,550 00

In regard to rolling-stock, we quote from the report of J. W. Green, civil engineer, dated August 8th, 1865, & addressed to Hon. John Ray, vice-pres't V., S. & T. R. R., as follows: "The present rolling-stock of the road consists of five locomotives, one passenger, six box, and fourteen platform cars. Two of the engines are badly damaged; the other three can be made serviceable at comparatively small cost. The cars can easily be repaired."

The estimate for repairing five engines in report cited is $9,000.00; and for one passenger & twenty freight cars is 1,000.00. The engines referred to in the report just quoted are the Macon, Ouachita, Reid, Madison & Ray. The engines Caddo & Richland were purchased in 1871. The engine Madison was repaired in 1874. The estimated value of engines Caddo & Richland, & value of repairs to engine Madison, in aggregate $18,500.00, is properly chargeable to "betterments." Engines Macon & Reid were placed in their present serviceable condition since February, 1866. Engine Ouachita has also been placed in condition for service since that date, but is now disabled by the explosion of its boiler, which occurred since the road came into the hands of the receiver. Engine Ray remains in a dismantled condition, and is now rated at the value of scrap-iron.

We are of the opinion that in February, 1866, the engines Ma-
214 con, Ouachita, Reid, & Ray—although not then in a condition for service—were, nevertheless, of greater intrinsic value (taken collectively) than the same engines on the 13th April, 1875.

We cannot satisfactorily determine the difference in their value at those dates, but assume it as being (say) equal to the damage caused by the explosion of the Ouachita. The engines Macon, Ouachita, Reid, & Ray, thus considered, have no bearing upon the value of improvements made between February 3d, 1866, and April 13th, 1875.

CARS.

The report of J. W. Green, dated Aug. 8th, 1865, before referred to, states that about forty-five cars were burnt. This number plus the number then found on the track equals sixty-six.

Number of cars now on the road, as follows:

Passenger-cars		4
Baggage	do	2
Box	do	25
Flat	do	25
Pile driver	do	1
Total		57

The evidence we gather leads us to believe that the wheels & axles now in use for the above-mentioned cars, excepting the pile-driver car, and most of the iron for other portions of said cars, again excepting pile-driver car & springs for two passenger cars, together with a lot of springs for six cars recently purchased by the receiver, was on the road prior to February 3d, 1866.

215	We assume the value of passenger-cars referred to in said report to be at this time equal the value now affixed to the same cars, viz.	$3,500 00
	Also the value of the six box and fourteen flat cars, equal average value of same number of similar cars now on road, say	$8,429 48
		$11,929 48
	Estimated value of the small passenger cars, minus the trucks	4,225 00
	Value of two small baggage cars, minus the trucks	1,475 00
	Value of 19 box cars, minus the trucks	3,672 70
	Value of 11 flat cars, minus the trucks	408 32
	Value of pile-driver car complete	390 00
	Value of wood-work in trucks for 35 cars, @ $10.00	350 00
		$10,521 02
	Deterioration of trucks, viz: wheels, axles, springs, &c., for above-mentioned 35 cars, estimated at $75.00 per car	2,625 00
		$7,896 02

CARS IN ROADMASTER'S DEPARTMENT.

2 shanty cars, minus the trucks	$500 00
6 hand cars, @ $40.00	240 00
3 do. do. @ $60.00	180 00
1 do. do.	64 00
6 push do. @ $28.00	168 00
3 do. do. @ $41.00	123 00
Total present value of cars in roadmaster's dep't	$1,275 00

216 RECAPITULATION OF VALUE OF ROLLING STOCK.

Locomotives	$18,550 00
Passenger & freight cars	7,896 02
Cars in roadmaster's dep't	1,275 00
Total value of rolling stock	27,721 02

PILE-DRIVING MACHINES, TOOLS, ETC., IN ROADMASTER'S DEPART.

1 pile-driver complete	$350 00	
1 do. do. do.	275 00	
Extra gearing & hammers	217 50	
		842 50
Iron-straighteners, jack-screws, & track-jacks		196 88
Other track & bridge tools		377 31
Wheelbarrows, skiffs, & bateaux		94 93
Pulley-blocks, rope, & tarpaulin		53 13
		1,564 75
Deduct for tools purchased by receiver		170 54
Value of above items put on the road between Febr'y 3d, 1866, and April 13, 1875		1,394 21

PRESENT VALUE OF MACHINERY AND TOOLS IN MASTER MECHANIC'S DEPARTMENT.

1 stationary engine, boiler, and smoke-stack	$271 38
1 hydraulic wheel-press	971 00
1 drill-press, with drills, chucks, & bars	660 00
2 lathes, with dogs & tools	785 00
1 planer, with tools	950 00
1 pressure blower with counter-shaft & pipe	162 86
2 grindstones (one fitted for power)	125 00
1 circular saw & frame with extra saw	32 00
Carried forward	3,957 24
217 Machinery, &c., in master mechanic's dep't, bro't for'd	$3,957 24
96 f't of shafting, with belting, pulleys, hangers, & couplings	498 69

1 hand cylinder boring machine		400 00
Lot of machinists' tools		394 65
Lot of blacksmiths' tools		210 95
Total present value		5,461 53
Since the 13th of April, 1875, the following of above-mentioned items have been purchased, viz:		
1 hydraulic wheel-press	$971 00	
1 pressure blower, &c	162 86	
66 f't shafting, belting, &c	378 69	
1 smoke-stack	71 38	
		1,583 93
Present cash value of machinery & tools in master mechanic's dep't put on the road between Feb'y 3d, 1866, and April 13th, 1875		$3,877 60

PRESENT VALUE OF SUNDRY MATERIALS ON HAND.

Fuel	$585 00
Timber & lumber	239 45
Oil, waste, lanterns, & sundry shop & train supplies	385 16
Wrought bar-iron	395 67
Iron castings	182 67
Steel, brass, &c	311 66
Materials for car-trimming & upholstering	180 50
Extra wheels	252 00
Tools, tender-tank, &c	346 05
Pipe and hose in engine-house	192 20
Scrap iron & steel	300 00
Total present value (carried forward)	$3,370 36
218 Sundry materials on hand, brought for'd	$3,370 36
From the above deduct value of materials purchased by receiver	2,539 91
Present value of materials on hand furnished between Feb'ry 3d, 1866, & April 13th, 1875	$830 45

PRESENT VALUE OF OFFICE & DEPOT FURNITURE, STATIONERY & ENGINEERING INSTRUMENTS.

Desks, chairs, ticket-cases, &c	$683 50
Stores, lamps, water-coolers, &c	209 00
Lot of stationery, blanks, & blank-books	1,000 00
Tickets & baggage-checks	575 00
Maps, books, & records	200 00
Copying-press & dating-stamps	201 00
Warehouse & cotton trucks, scales, &c	471 25
Engineering instruments	330 00
Total	$3,669 75
From the above deduct value of materials purchased by receiver	1,031 00
Present value of office-furniture, &c., on hand furnished between Feb'ry 3d, 1866, & April 13th, 1875	$2,638 75

ENGINEERING AND INCIDENTALS.

Estimated time required for repairing road, one year.

Office organization	$10,000 00
Engineering	16,400 00
	$26,400 00

219 RECAPITULATION OF THE VALUE OF IMPROVEMENTS PUT UPON THE EASTERN DIVISION BETWEEN FEBRUARY 3D, 1866, & APRIL 13TH, 1875.

Collecting rails & clearing brush from road-bed, &c	$3,325 25
Earth-work	38,466 40
Bridging	110,676 92
Stock-gaps & drains	520 00
Cross-ties	58,821 90
Chairs & spikes	5,363 50
Frogs & switch-stands	1,700 00
Track-laying	44,562 00
Depots, shops, platforms, section-houses, &c	20,593 18
Rolling-stock	27,721 02

Pile-driving machines, tools, &c., in road-master's dep't	1,394 21
Machinery & tools in master-mechanic's dep't	3,877 60
Materials on hand	830 45
Office & depot furniture, engineering inst's, &c	2,638 75
Engineering & incidentals	26,400 00
Total	$346,891 18

The above estimate is based upon what is believed to be the present market-value of the items specified in their present condition.

Estimated net earnings, less deterioration of iron rails for fifteen months, estimated time for repairing road and perfecting business connections	$32,975 11
	$379,866 29
Deduct for deterioration of iron rails due to six years' service between Feb'ry 3d, 1866, & April 13th, 1875	$49,005 00
Estimated present value of improvements exclusive of additions of land put upon the eastern division V., S. & T. R. R. (Mississippi to Ouachita River), between Feb'ry 3d, 1866, and April 13th, 1875 (forwarded)	$330,861 29
220 Recapitulation of eastern division, bro't forward	$330,861 29
Depot grounds at Delta, value considered as a basis of credit, (vide page 19, Exhibit "A"), about 23 acres, @ $500.00	$11,500 00
	$342,361 29

SECOND.—*The middle division, Ouachita to Red River, about* 96 *miles.*

To the best of our knowledge and belief, no works or improvements have been put upon this division of the road since Feb'y 3d, 1866.

THIRD.—*The western division, Red River at Shreveport to the line of the State of Texas, about* 20 *miles.*

Such information as we have been able to obtain leads us to believe that on the 3d February, 1866, this portion of the road was incomplete, and that the Southern Pacific Railroad Company was at that time engaged in its construction under the requirements of the lease. (Vide page 15, Exhibit A.)

In July, 1866, this division of the road was opened for traffic, and since that date has been operated by the Southern Pacific and Texas & Pacific Railroad Companies.

We cannot ascertain the precise additions put upon this division of the road since the 3d Febr'y, 1866, by the aforesaid railroad companies.

To the best of our knowledge and belief, about the sum of $5,000.00 was expended in July, 1866, by John Ludeling et als. in making the final payment for block No. 44, in the city of Shreveport, said property having been purchased by the Vicksburg, Shreveport and Texas Railroad Company prior to Febr'y 3d, 1866.

221 GENERAL SUMMARY.

Value of improvements put upon the Vicksburg, Shreveport & Texas Railroad between Feb'ry 3d, 1866, & April 13th, 1875.

Eastern division (Mississippi to Ouachita River)	$330,861 29
Depot grounds at Delta (value as basis of credit)	11,500 00
Total for eastern division, with land attaching western division (Shreveport to Texas line)	$342,361 29
Value of work done by Southern Pacific and Texas and Pacific Railway Companies cannot now be ascertained.	
Expended for land in Shreveport by John T. Ludeling et als., and considered in this estimate as a basis of credit	5,000 00
Total	$347,361 29

We believe it would be physically possible to remove or demolish all of the aforementioned improvements put upon the Vicksburg, Shreveport & Texas R. R'd since Febr'y 3d, 1866, except the additions of land. Very few of them, however, could be demolished or removed without causing more or less detriment to the value and usefulness of the road. The tools, engines, cars, and materials on hand for service, repair, and construction could be easily removed—having no physical adherence other than their gravity—and the road still remain a serviceable and valuable property, on which other engines, cars, &c., might be used. The depots, platforms, tanks, and shops might be demolished, and if the road-bed and rolling-stock remained intact they might still
222 be used in conducting traffic, though with great inconvenience.

It would be possible to remove the cross-ties, spikes and chairs added, to demolish the bridges and trestles, and even draw out and destroy the piles and substructure on which they are founded, and finally to level the earthwork; but when any of these latter demolitions or removals were effected it would no longer be possible to use what remained in carrying on the business of a railroad until the damages were repaired.

If we correctly interpret the spirit of the inquiry in regard to that portion of the property susceptible of demolition or removal, we will class under this head the rolling-stock, viz, locomotives & cars, tools, materials on hand, and office & depot furniture, all of which could be easily removed, and by pre-arrangement similar equipment could be provided, and the business of the road suffer no serious inconvenience.

The remainder of the improvements we regard as properly adhering to the road.

In the foregoing estimates of value of improvements we have endeavored to show the true value of such as have been made between the 3d of February, 1866, and the date when the property came into the hands of the receiver of the court. It has been a matter of some difficulty in a few cases to separate the improvements made before the 13th April, 1875, from those made during the receivership, and especially to separate these latter from the ordinary expenses of maintenance of way and equipment.

223 During the receivership marked improvement has been made in the condition and value of the passenger equipment; new timbers have also been added to many of the freight-cars, and all of the box-cars have been repainted. The cost of these improvements, which were of undoubted necessity, and which were as certainly beyond the usual extent of ordinary repairs for such a limited period, has been included in the "expense account" of the road. We are therefore unable to ascertain the proper extent and value of these evident improvements, over and above the amount chargeable to ordinary expenses, but have stated value of rolling-stock as we now find it.

On the other hand there are certain charges for deterioration occurring during the receivership, the amount of which cannot be definitely ascertained, and is therefore not included in our estimates of value of improvements. One of the items of deterioration referred to consists in the damage sustained by the engine Ouachita from explosion, which has been estimated at from fourteen to fifteen hundred dollars; another is the injury done to engine Macon, by burning of a portion of its flues. These items, thus taken together, are regarded as an offset to the extraordinary expenses incurred in improving condition of cars.

The receiver's receipt for the property, bearing date April 13th, 1875,

shows that at that time six and one-half miles of track was submerged on account of the overflow of the Mississippi River.

The evidence before us induces the belief that on account of the August and September overflow five or six miles of track, at this
224 date, so far as relates to surface and alignment, is not in as good condition as on the 13th of April, 1875; but it is equally certain that the length of track now in better condition than on the 13th of April, 1875, will more than compensate for the defects mentioned.

We believe, under all the circumstances, that it is proper to consider these improvements and deteriorations, occurring during the receivership—the true value of which cannot be ascertained by us, and which have been assigned no place in the foregoing estimates, as offsetting one the other.

We further believe that the result obtained by us, as shown in the "general summary" (page 14), is just and fair, and as nearly correct as the facts can be now ascertained.

The words and figures written upon this and the sixteen pages next preceding compose "Exhibit B," and are a part of the joint report of the undersigned commissioners, now respectfully submitted.

JOHN W. GREEN.
HENRY B. RICHARDSON.

MONROE, LA., *November 27th*, 1875.

225 EXHIBIT C.

Extract from report of chief engineer.

ENGINEER'S OFFICE, NORTH LA. & TEXAS R. R'D,
Monroe, La., Sept. 1st, 1870.

Hon. JOHN T. LUDELING, *President:*

SIR: The operations of this department of your road, from January 1st, 1869, to date, will be concisely stated in the following report, viz:

Earthwork		$44,848 87
Bridging		141,045 63
Cross-ties		80,357 25
Clearing, repairing road-bed, and track-laying		29,699 17
Chairs, spikes, frogs, &c		5,969 79
Engine & section houses, water-tanks, wood-sheds, platforms & turn-tables		4,926 60
Wagon-road crossings & cattle-guards		354 29
Punch & pile driving machines		4,393 78
Rolling-stock		5,598 32
Maintenance of way during construction		3,453 36
Miscellaneous expenses (see detailed report)		3,290 03
Engineering		11,791 99
		$335,729 08
Deduct for rolling stock, pile-driving, &c	$9,992 10	
" " surplus materials on hand	27,254 69	
		$37,246 79
Cost of reconstruction of eastern subdivision (carried forward)		$298,482 29

226	Brought forward	$298,482 29
	Add reconstruction acc't, western subdivision	192,286 81
	Total cost reconstruction eastern division (Monroe to Delta)	490,769 10

* * * * * * *

(Signed) J. W. GREEN,
Chief Engineer.

The report of the superintendent for the fiscal year ending August 31st, 1873, and his statement of expenditures between August 31st, 1873, and December 1st, 1873, show that the following amount was charged to construction department, viz:

Fiscal year ending August 31st, 1873	$18,028 82
From Aug. 31 to Dec. 1st, 1873	9,428 22
	$27,457 04
Add cost of reconstruction eastern div'n (as above)	490,769 10
	$518,226 14

The reports for the fiscal years ending Aug. 31st, 1871 and 1872, do not show the amount chargeable to "construction." To the best of our knowledge and belief there was expended during those years a certain amount for "equipment," viz: For two locomotives, tools for machine-shops, cars, depot-buildings, &c., but we cannot state, in accurate figures, the cost of the same.

227 The books of the North Louisiana and Texas Railroad Company, as is stated by the secretary of the same, show the following expenditures from February 3d, 1866, to April 13th, 1875, for the items named:

Construction		$557,287 91
Rolling-stock		77,795 43
Engineering		19,415 87
Salary		58,557 16
Contingent expenses		14,732 52
Interest		136,206 28
Office expenses		4,408 66
Printing		1,590 85
Land grant	$12,714 00	
Less lands sold to G. C. Waddill	3,874 77	
		8,839 23
Law charges		145 55
Right of way & depot-grounds		5,081 70
Total		$884,061 16

The words and figures written upon this and the two pages next preceding compose Exhibit C, and are a part of the joint report of the undersigned commissioners, now respectfully submitted.

JOHN W. GREEN.
HENRY B. RICHARDSON.

MONROE, LA., *November 27th*, 1875.

228 EXHIBIT D.

Copy of engineer's report.

VICKSBURG, MISS., *Aug. 8th*, 1865.

Hon. JOHN RAY,
Vice-President V., S. & T. R. R.:

SIR: The subjoined report shows the condition of your road between the Mississippi and Ouachita Rivers, a distance of seventy-five miles.

The road-bed has sustained no material injury except on the 2d, 3d, 5th, and 8th miles. At these points sections of the embankment have been washed away. About fourteen thousand cubic yards of earth will repair the damage. Similar defects occur on other portions of the line, but not sufficiently serious to prevent the adjustment of the track. I would recommend the use of crib-work at the points first indicated, as the speediest and most economical plan of getting the road in running order, after which the earth-work could be substituted.

The cross-ties are very much decayed; two-thirds of them should be replaced by new ones. Six and a quarter miles of track have been displaced by the overflow, about a half mile torn up, cross-ties burnt, and rails bent. All of the rails can again be used. About one mile of iron, near De Soto, has been taken off (supposed by Federal authorities) and is now in use on the Mississippi Southern R. R.

Five hundred & fifteen (515) linear feet of Howe's truss-bridging, and ten thousand nine hundred & eighteen (10,918) feet of trestle
229 work, averaging about ten feet in height, have been burned. The rails in this instance were but slightly injured, the foundations remaining intact. The remaining trestling throughout the line requires more or less repair.

The freight-houses at Monroe, Dallas, Tallulah, and De Soto have been burnt. The engine-house and company's office at Monroe has also been destroyed. About forty-five cars have been burnt. The present rolling stock of the road consists of five locomotives, one passenger, six box, and fourteen platform cars. Two of the engines are badly damaged; the other three can be made serviceable at comparatively small cost. The cars can easily be repaired.

The defects of the road may be briefly summed up as follows:

Repair of road-bed	$10,000 00
Clearing right of way	5,600 00
130,000 cross-ties	65,000 00
Placing same in position, equivalent to laying 49 miles of track	29,400 00
350 kegs of spikes	2,500 00
Rebuilding Tensas bridge and Macon and Bouff Rivers draw-bridges	30,000 00
Rebuilding 10,918 lineal feet trestling	65,500 00
Repairing 3,700 lineal feet trestling	11,000 00
Freight houses, engine-house, & office	15,000 00
Three water-tanks	1,200 00
Rebuilding 14 box and 31 platform cars	20,800 00
Repairing 5 engines	9,000 00
" 1 passenger & 20 freight cars	1,000 00
Total	266,000 00

230 The above statement is the estimated cost of restoring the road to the condition it was in prior to the war.

The following estimate is presented as comprising such wants as are essential for placing the line in operation, equipment to be perfected afterwards:

Repair of road-bed	$85,000 00
100,000 cross-ties	50,000 00
Placing same in position, equivalent to laying 38 miles of track	22,800 00
200 kegs of spikes	1,500 00
Rebuilding Tensas bridge and Macon and Boeuff River draw-bridges	30,000 00
Rebuilding 10,918 lineal feet trestling	65,500 00
Repairing 3,700 " " "	11,000 00
Freight-houses, &c	5,000 00
Three water-tanks	1,200 00
Repairing two engines	2,000 00
" 1 passenger & 20 freight cars	1,000 00
Total	$195,000 00

Respectfully submitted,
(Signed) J. W. GREEN,
Civil Engineer.

The words and figures written upon this and the two pages next preceding compose Exhibit D, and are a part of the joint report of the undersigned commissioners now respectfully submitted.

JOHN W. GREEN.
HENRY B. RICHARDSON.

MONROE, LA., *November 27th*, 1875.

231 THE STATE OF LOUISIANA,
Parish of Ouachita, City of Monroe:

Be it known by these presents that on this, the 26th day of May, A. D. 1875, in pursuance to, and by virtue of the commission issued from the honorable the circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana, dated New Orleans, 22d May, A. D. 1875, and appointing me a special commissioner to take the testimony of F. P. Stubbs, W. R. Gordon, and J. F. McGuire, in suit No. 5033, in equity in said court, entitled H. R. Jackson et als. vs. Vicksburg, Shreveport and Texas Railroad Company et als., and to me directed, said commission being hereto annexed, together with the interrogatories in chief and cross-interrogatories, and made part of this, my return, I, Francis A. Hall, special commissioner appointed as aforesaid, and resident of said parish and State, caused the witnesses, named in said commission, to wit, F. P. Stubbs, W. R. Gordon, and Joseph F. McGuire, to appear before me, who, being by me duly and severally sworn upon the Holy Evangelists true answers to make to the said
232 interrogatories in chief and cross-interrogatories to them by me severally propounded, did, between the hours of 12 o'clock m. and 5 o'clock p. m., on the said 26th May, 1875, make to said interrogatories and cross-interrogatories seriatim, and from interrogatory 1 to the end and from cross-interrogatory 1 to the end thereof, the several answers by them respectively signed in my presence and by me certified

as said special commissioner, which answers are annexed to said commission and interrogatories and by me returned to court.

In faith whereof I hereunto sign my name officially and affix my private seal on this 26th day of May, A. D. 1875, at the city of Monroe, in said parish and State.

[L. S.]

FRANCIS A. HALL,
Special Commissioner.

233 Circuit court of the United States for the fifth judicial circuit holding sessions in and for the district of Louisiana.

To Francis A. Hall, special commissioner, residing at Monroe, parish of Ouachita, Louisiana:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you F. P. Stubbs, W. R. Gordon, and J. F. McGuire, and them duly examine on the annexed interrogatories, on oath, touching and concerning certain matters and things in a case now depending in the said court wherein H. R. Jackson et als. are plaintiffs and the Vicksburg, Shreveport and Texas Railroad Company et al. are defendants; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send, also, this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans this 22d day of May, anno Domini 1875, and the 99th year of the Independence of the United States of America.

[SEAL.]

F. A. WOOLFLEY, *Clerk*,
By F. B. VINOT, *Dy Clk.*

234 Circuit court of the United States, 5th circuit, district of Louisiana. In equity.

H. R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY ET ALS.
} No. 5033.

Interrogatories to be answered by Frank P. Stubbs, resident of the parish of Ouachita, State of Louisiana, the answers to which are to be read in evidence before the special master appointed in this case and before said court.

Interrogatory 1st. What connection have you had with the Vicksburg, Shreveport and Texas Railroad before the third day of February, A. D. 1866, and since? State your several capacities and connections therewith.

Interrogatory 2d. Has or not the expenditures in the repairs, reconstruction, and operation of said railroad, since the 3rd February, A. D. 1866, been conducted with strict economy and at as small cost as possible with a view to a good and profitable road? And has not any amount of profits and incomes arising therefrom possible, been realised from said railroad during said period?

235 Interrogatory 3rd. Has or not the affairs of said railroad in every respect been conducted by Ludeling and associates, and

the North L'a & T. R. R. Co., with the same care and economy as if they were the owners thereof? And did they ever have any doubt of their being the bona fide owners of said railroad until the division of this suit?

Interrogatory 4th. Have you or not, as one of the company of Ludeling and associates, and director and stockholder of the North L'a & T. R. R. Co., been appointed to examine the books and accounts of Ja's F. McGuire, treasurer and secretary; and if so, in what condition did you find them? Have you or not any doubt of their correctness from your knowlege of the company and the examination you have made?

Interrogatory 5th. Please state anything further that may illustrate your answers to the foregoing interrogatories, the same as if you were specially interrogated.

JOHN MAY,
Att'y for Ludeling & Associates & Def'ts.

236 Circuit court of the United States, 5th circuit, district of Louisiana.
In equity.

H. R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et als. } No. 5033.

Interrogatories to be answered by William R. Gordon, resident of the parish of Ouachita, in the State of Louisiana, the answers to which are to be used and read in evidence before the special master appointed in this case and before said court.

Interrogatory 1st. Were you or not acquainted with the condition of the Vicksburg, Shreveport and Texas Railroad on and before the 3rd February, A. D. 1866, the time when Ludeling and associates purchased the same? If so, state the condition in which said railroad was at that time, and your means of knowledge, and how long it had been since that railroad had been operated before the 3rd February, A. D. 1866.

Interrogatory 2d. Do you not live on the line of said railroad, and have you not lived there long before the war, and were you or not
237 before the war a contractor on the said railroad and well acquainted with its condition before, during, and since the war?

Interrogatory 3rd. Have you held any position on said railroad since the 3rd February, 1866? If so, what, and during what periods?

Interrogatory 4th. Have you or not been thoroughly acquainted with the action of Ludeling and associates and the North Louisiana and Texas Railroad ever since the 3d February, 1866, in the management of the repairs, reconstruction, and operating said railroad? If so, has or not the strictest economy been practiced in the work, in procuring materials, making contracts of every kind, and procuring labor?

Interrogatory 5th. Has or not any possible amount been obtained from the earning and revenues of said railroad?

Interrogatory 6th. Would the operation of any portion of the said railroad between Monroe and the Mi. River less than the whole pay the running expenses and keeping that portion of the road in repair?

238 Interrogatory 7th. Was it or not the interest of the owners of the said railroad that the same should be repaired and reconstructed as soon as possible, and put into running order and so maintained, after the 3rd February, A. D. 1866; and did not Ludeling and

associates do this in the most economical and least expensive manner and as cheaply as it could have been done?

Interrogatory 8th. Is or not the said railroad in better repair and condition than it was at any time before the war or since, up to the present?

Interrogatory 9th. Has the materials and labor put on said railroad by Ludeling and associates and the North La & T. R. R. Co. enhanced the value of said railroad? If so, to what extent? State your reasons for any opinion you may give.

Interrogatory 10th. Had you ever had any doubt but that Ludeling and associates had, by the sale on the 3rd February, 1866, acquired a good title to said railroad? Did they or not show by their action
239 that they had no doubt on the subject?

Interrogatory 11th. What would have been the condition of said railroad if nothing had been done on it until the final determination of this suit? What would have been the difference in the repair and reconstruction of the road compared with the making a new road, in such an event?

Interrogatory 12th. State anything further that may more clearly illustrate your answers to the foregoing interrogatories.

JOHN RAY,
Att'y for Defendants.

240 Circuit court of the U. S.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT & TEXAS R. CO. } No. 5033.

Cross-interrogatories to witnesses Stubbs & Gordon:

1. Will you state item by item of all of the additions, replacements, improvements, fixtures, which was placed on the road of the Vicksburg, Shreveport & Texas Railroad Company, from the date of its sale to Ludeling and associates, in 1866, until the present time, as now existing, & which has been delivered to the receiver to abide the decree in this suit?

2. State the present cash value of each and every item of the additions, replacements, improvements, fixtures, as they stand or have been delivered to the receiver.

3. State when they were severally made, & wherein they have any value to the road.

4. State which of them are adherent to the railroad, so as not to be moved, and which can be removed from the same without disturbing the railroad.

5. Was there any iron rails on the road in 1866, or sold with it
241 by the sheriff of Ouachita? What was done with them? Are *they* any of these on the road at this time?

6. Have there been any new iron rails *been* placed on the road since 1866? How many tons have been used, & when have they been laid?

7. Were there any cross-ties on the road at that date? How many were used then?

8. How many cross-ties are now on the road? What is the state of these? What proportion are out of order?

9. What is the condition of the embankments? What grading is needful to put the road in order?

10. How many additional miles of track have been made? Has the

road been extended beyond Monroe towards Texas by Ludeling & his associates? How far?

11. Were you parties to the purchase of Ludeling & his associates in February, 1866, & are you defendants to this bill?

12. State any fact that you may know to benefit the defendants.

J. A. CAMPBELL.

Interrogatory to F. P. Stubbs:

Did you hold the coupon-warrants upon certain bonds owned by the estate of W. G. Bonner, being seventy-two in number, and de-
242 scribed in your receipt dated 3rd February, 1866, filed with the deposition of John T. Ludeling in this cause? Where are those coupon-warrants at this date? Are they still the property of the successor of Bonner? Attach them to your deposition.

J. A. CAMPBELL,
For Def'ts.

243 HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT & TEXAS Railroad Company.

Frank P. Stubbs, in answer to the interrogatories and cross interrogatories propounded by defendants and plaintiffs respectively before F. A. Hall, special commissioner, being sworn, says:

To first: I owned forty shares paid up stock in the V., S. & T. R. R. Co., and was a director for several years anterior to January, 1863, when on entering the Army a second time, I resigned & had no further connexion with the company until the 3rd February, 1866, when being one of the purchasers with Ludeling and associates, I became thereby a stockholder & was elected a director in February, 1866, and have been re-elected to said place in the various organizations ever since. For several years, since early in 1867, I have been on the committee of the board to audit the treasurer & secretary's accounts and much of this work has devolved upon me. Since October, 1868, I have been the attorney of the company and the legal adviser of the officers and employees of the road.

244 To second: The efforts of the company, Ludeling & associates, the V., S. & T. R. R. Co., and the N. La. & T. R. R. Co., have been ever since the purchase in 1866 directed to the repair, reconstruction, and operation of the railroad with the strictest economy, and the least cost consistent with a good and profitable road. Our object has been to repair & rebuild the road with as little expense as possible and then to create by enterprise & activity all the business we could get to increase income & revenues, & in my opinion it has been so conducted.

To third: The affairs of the railroad have in every respect been conducted by Ludeling and associates & the N. La. & T. R. R. Co., with the same care and economy as if they were the owners thereof, nor did they have any doubt of their being the bona-fide owners of the railroad; & knowing yet that the charges of fraud and improper practices preferred by the plaintiffs against them are untrue and unsupported by the testimony, but rather disproved, and that in every particular their action has been supported by the plain provisions of the laws of
245 Louisiana, they yet believe themselves the bona-fide owners of the property and have no other reason to doubt it but the decision of the court in this cause, in their judgment unsupported by either the facts or the law.

To fourth: As stated in my answer to the 1st interrogatory, since early

after the purchase by Ludeling and associates I have been on the committee for the audit of the accounts and vouchers of the secretary and treasurer & that the most of this labor was performed by me. I have always found them correct and have no doubt whatever but that they are right.

To fifth: Ludeling and associates & the R. R. Co., in order to utilize all the available assets, sold to G. C. Waddell about three thousand acres of wild land in the hills of the Bayou Maçan, at its full value, one dollar & twenty-five cents per acre. This was of the lands donated by Congress to aid in the construction of the road, and many settlements have been on this land, the policy of the company being to have the country settled up & thereby increase the business. Some years since a portion of the property lying waste and not needed for the pur-
246 poses of the railroad, in the tract at and near Monroe, was sold to me for five thousand dollars, its full value, and thus means to that extent obtained from unfruitful property, to assist in the reconstruction and repair of the road. It has been my constant care as I am sure it was that of my associates ever since we got possession, to use everything with the same care and economy in the management as a prudent careful owner would in the management of his property, indeed we have been time & again charged with being too close and really parsimonious in the management. Sometimes the prices paid for timber, ties, & labor in the swamp have seemed high, but on careful investigation we have always found that the material & labor could not be got for less, and work and material was always obtained at cash prices.

To first cross-interrogatory: I cannot state item by item all the additions, replacements, improvements, and fixtures, placed on the road from Feb'ry 1866 to the date of delivery to the receiver. I sim-
247 ply know that the road was as rapidly as possible rebuilt and furnished with the necessary stock to operate it, and have to refer the answers of Gordon and to the account furnished by the treasurer & filed with the master for a more full answer.

To third cross: I cannot state their value item by item, but presume that intrinsically they are worth respectively what they cost, as shown by the account; but even this is not a fair means of determining value. I consider the value of the additions, replacements, improvements, and fixtures as relative, as by utilizing the remains of the railroad and adding to it, the whole was made very much more useful, and rendered capable of being operated so as to earn revenues; without these improvements, what they were added to, was, in its situation, of little or no value. What we recovered at the sale was valuable at that time only for improvements in position. The remains of the road, as they were then, were valueless, but could be made valuable by restorations & improvements, & both the original remains & the improvements
248 would be & were enhanced by the union. While I do not deem it practicable to estimate the value of the items separately as asked for, I think it feasible to estimate as a whole. The amount paid out for rebuilding & improvements by defendants was about $900,000. I think the union adds fully 50 per cent. in value to the costs of the improvements, and at the same time it enhances or rather makes a value to that which was alone valueless, to wit, the embankment, rails, iron, land, & franchises, and that by this union & enhancement the whole is now worth about $2,000,000.

To third cross: The improvements & rebuilding, additions, &c., commenced early after 3rd Feb'y, 1866, and continued up to the day the property was turned over to the receiver in April last. Many ties that have been placed in the road since Febr'y, '66, have escaped and been

replaced by others; and each & every addition, replacement, and improvement was necessary to the use of the road, and therefore valuable; the timber & ties and other material that have decayed and been replaced since Feb'y, '66, a second time, contributed as an essen-
249 tial part of the whole to working of the road, so as to enable the defendants to earn the revenues which they charge themselves with in the account stated.

To fourth cross: Nothing in my judgment was added, rebuilt, or improved which was not essential to the road, its track and work, and therefore I do not think that anything now on the road or forming part of it can be removed without disturbing the road and impairing its value.

To fifth cross: There were those that were on the road at the time of the purchase, as well as a large number which had been stolen or taken away during the war, but reclaimed at heavy expense by defendants, were relaid on the road as it was rebuilt. During the war the Federal forces, we have always understood, carried over the Mississippi River about one hundred and fifty tons of rails, some of which they placed on the Vicksburg & Meridian Railroad, but none of that so carried
250 away was ever in possession of defendants, so far as I know. All the iron rails on or near the road Febr'y, '66, have been replaced thereon, and are there yet.

To sixth cross: None.

To seventh cross: Yes, there were some one or two thousand cedar ties, and some cypress, but more than half the former and all the latter were so decayed as to render it necessary to replace them within the first year of our operation of the road.

To eighth cross: Including side-tracks, there is about 74 miles of road. There should be 2640 ties to the mile, and the road is now full. They are in good condition; a very small proportion comparatively need replacing, not more than is constantly required at all times to keep up the road. It would be guess-work to attempt to give the number now out of repair.

To ninth cross: The embankments, at the time they were turned
251 over to receiver, were in as good or better order than they ever have been. Since then they have been somewhat impaired by the late overflow, which washed them more than at any time while the property was in possession of defendants. No grading was necessary when turned over to receiver, unless it were determined to raise the whole track above overflow, & not rely upon levees at al'.

To tenth cross: None west of the Ouachita River; it has not.

To eleventh cross: I was one of the purchasers, & am one of the defendants.

To twelfth cross: I know of nothing further.

To special cross to F. P. Stubbs: I did. After the testimony was taken in the original case, and the representatives of Bonner's estate determined to act with the plaintiffs, the money received from the coupons at the time of the sale was returned to the treasurer, and the coupons delivered to me. I do not know where they are at this
252 time, as I delivered them at the order of J. J. , executor of Bonner's estate, to the Southern Express Co. for him, and as I have parted with them, as above stated, I cannot attach them hereto.

FRANK P. STUBBS.

Sworn to and subscribed before me on this the 26th day of May, A. D. 1875.

[L. S.]

FRANCIS A. HALL,
Special Commissioner.

253 Circuit court of the United States, 5th circuit, district of Louisiana. In equity.

H. R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT & TEXAS R. R. CO. ET ALS.
No. 5033.

Answer of W. R. Gordon.

Ans. to interrogatory 1st: Yes; I was acquainted with the condition of that railroad at and before the time stated. The condition of the railroad at that time was bad. All the bridges and cross-ties were either burned or decayed, and at the time many of the bridges and ties were burned the rails were heated, bent, and twisted so as to render much of it unserviceable, and the remainder in a condition which made it difficult and expensive to put in a serviceable condition. The road-bed was washed down in many places, and the road-bed and right of way was grown up in bushes and young trees to an extent that the cost of reclearing would be, in my judgment, a hundred per cent. more than it was originally. In fact there was nothing left of the railroad but the iron rails and most of the chairs and a few spikes, the wrecks of five (5) locomotives, and the wrecks of one passenger-car, six box-
254 cars, and fourteen platform-cars, besides wheels and axles for about fifty cars, besides the embankment in the condition I have before described.

I knew of these facts because I lived on the line of the road, passed over it frequently; in fact made one trip expressly to look at its condition, and had been a contractor on the road. Prior to the 3d February, 1866, the road from "Mounds" (which is about six miles west of Delta) and the then eastern terminus, a distance of eight miles, had not been operated since March, 1862. Between Delhi and the "Mounds," a distance of twenty-nine (29) miles, it had not been operated since December, 1862, and between Munroe & Delhi, a distance of thirty-seven (37) miles, it had not been operated since August, 1863.

Answer to interrogatory 2d: I live on the line of the railroad, and have so lived since May 8th, 1860. I was engaged on the railroad as a contractor during a part of 1855 and during the whole of 1856, and have been pretty well acquainted with the road all of the time since. Was again a contractor on the road from 1860 to about August 1st, 1863.

Answer to interrogatory 3d: Yes: I was superintendent of the
255 railroad from Feb'ry 3d, 1866, to Oct., 1870, and from Dec. 1, 1873, to the time possession was taken of the road by the receiver.

Answer to interrogatory 4th: Yes. I think I have been thoroughly acquainted with the action of Ladeling and associates and the North La. & Texas R. R. Co. since the 3d Feb'ry, 1866, in the management of the reconstruction, repairs, and operating said road; and I believe the strictest economy was practised in the entire management, including work, repairs, contracts, and everything pertaining to the operation of said railroad.

Ans. to interrogatory 5th: Yes: I think the utmost possible amount has been obtained from the earnings and revenues of the railroad.

Ans. to interrogatory 6th: My own experience proved that detached portions of the road could not be maintained, and no such detached por-

tions, less than the whole road now built, would have paid the running expenses and the expenses of maintenance.

Ans. to interrogatory 7th: Yes. It was to the interest of the
256 owners of the road to reconstruct, repair, & put into running order as soon as possible, and that they proceeded to do in the least expensive manner, and as cheaply as it could have been done, & have so maintained it.

Ans. to int. 8th: Yes; the road is in better condition and repair, taken as a whole property, than it was before or has been at any time since the war, up to a very recent period, say the 1st of this year. A portion of the road-bed has been under water for a short time recently, though but little damaged thereby, owing to the tenacity of the soil; the rails are more worn than they were when laid, of course, though they show but little evidence of wear; the motive power and transportation of all kind, both passenger and freight, is better and there is more of it; the bridging and ties are in excellent condition the whole length of the road.

Ans. to 9th int: Yes; the material and labor expended on the road by Ludeling & associates has enhanced the value of the property to a very large amount. It is difficult to say absolutely what amount, but I would say that the road, as it stands, is worth one and a half millions of
257 dollars, possibly more, but not less; the road is now between two navigable rivers, which are competing routes for business. With the addition of ten or twenty miles of road to the western terminus the receipts would be increased not less than fifty per cent., with not more than five per cent. increase for expenses of operation. One element of great value, though hard to estimate in dollars & cents at this time, is the fact that it is a link in the most direct route from the Atlantic cities of Norfolk, Charleston, & Savannah to Texas and the Pacific slope; the completion of this railroad gives a direct, almost air-line, communication between Texas and the States east of the Mississippi River; the travel between Texas and the East is mostly through the southern tier of States, Texas being largely settled from those States, and the most direct route would be over this railroad. The railroad and property, when purchased by Ludeling and associates, was worth whatever the material—that is, the iron rails and wheels, wrecks of cars and locomotives—was worth, when taken to a market, less the expense of getting them there. It is a question whether, in the condition it then was, it was worth any-
258 thing. All the value it has was given to it by the reconstruction of the road. In the condition of the country in 1866, and with the uncertainty of the future, most people would and did think it was a hazardous speculation to give anything for it, or expend any money on it, with the expectation of ever realizing anything from it.

Ans. to int. 10th: No; I never had any doubt but that Ludeling and associates, by the sale to them of the railroad on the 3d Febr'y, 1866 had acquired a good title to said railroad; their actions in expending so much of their own money on the road showed that they had no doubt on the subject.

Ans. to int. 11th: Had the railroad been left with nothing done to it in the way of repair or reconstruction till the determination of this suit, the rails would have deteriorated in value, as they would have corroded from rust, the wrecks would have decayed so as to be really worthless, the chairs, spikes, and such like portable property, would have been stolen in all probability, as well as much of the iron rails; all in fact that was within easy reach of navigable streams, unless a large amount had been expended in watching and protecting it. In 1866, theft
259 of the rails, etc., was prevented only by having the property

watched in several localities; the State governments were not reorganized, and society generally was very much disorganized, and the opportunity for perpetrating theft unpunished was very good. The right of way would have been much more difficult and expensive to clear and prepare than it was originally, or than it was in 1866, for originally the road passed through open plantations, to a considerable extent, while if it had been allowed to grow up in brush and timber, the growth would have been rapid and dense, and the expense would have been at least one hundred per cent. more to clear the right of way than the original cost of clearing, if not more; that is, the labor would have been that much more, and the expense probably more than that much greater.

Ans. to int. 12th: I know nothing further that will more clearly illustrate my answer to the interrogatories.

260 Answer of W. R. Gordon to cross-interrogatories.

Ans. to X-int. 1: I cannot state item by item, the additions, replacements, improvements, fixtures, etc., that have been placed on the road from the date of its purchase by Ludeling and associates to the present time, as these are matters of record in the books of the company, where the only account of such things are kept, and where the information will be found.

Ans. to X-int. 2: The cash value of each and every item of improvement, fixture, etc., cannot, in my judgment, be given by me or by anybody, as the value of each is not of and in itself separately, but as a part of the whole.

Ans to X-int. 3: The books of the company are the only record of when the improvements, etc., were made, together with the vouchers on file. They have all been of value to the road in this respect; they were necessary for the proper and economical operation of the road as a railroad.

Ans. to X-int. 4: I consider all the improvements as inherent
261 to the railroad, and such as could not properly be removed without interfering with and disturbing the operation of the railroad as such, unless it may be said that the locomotives might be removed. It is true that they might be removed and replaced by others; but others would be necessary immediately.

Ans. to X-int. 5: There was an amount of iron rail on the road in 1866, and sold with it by the sheriff of Ouachita; they were relaid on the road, and those that were crooked & twisted, were straightened & rendered fit for use, & all are still at this time on the road.

Ans. to X-int. 6: No new iron rails have been placed on the road since 1866.

Ans. to X-int. 7: In Febr'y, 1866, there were not more than enough cross-ties to lay two miles of road temporarily; these, with the exception of a few cedar ties, were all replaced shortly after they were laid. About 200,000 ties were used on the road when first completed.

Ans. to X-int. 8: There are now between 200,000 and 215,000 ties on the road; they are all in good condition, except between 7,000 and 8,000.

262 Ans. to X-int. 9: The condition of the embankments is good: there is no grading needed to put the road in good order, though some would be necessary to put the road above overflow some years.

Ans. to X-int. 10: No additional miles of track have been made; the road has not been extended beyond Monroe, towards Texas, by Ludeling & his associates.

Ans. to X-int. 11: I was a party to the purchase of Ludeling and associates, and I am a defendant to this bill.

Ans. to X-int. 12: I know no additional fact, that I now think of, that would be to the benefit of the defendants.

W. R. GORDON.

Sworn of and subscribed before me on this the 26th day of May, A. D. 1875.

[L. S.] FRANCIS A. HALL,
Special Commissioner.

263 HENRY R. JACKSON ET AL.
vs.
THE V., S. & T. RAILROAD CO. ET AL.

Answers of Jos. F. McGuire to interrogatories propounded to F. P. Stubbs & W. R. Gordon.

Joseph F. McGuire having been examined in chief on Tuesday, the 11th day of May, 1875, Judge J. A. Campbell, plaintiffs' solicitor, directed that he answer the interrogatories and cross-interrogatories propounded to Frank P. Stubbs and W. R. Gordon, instead of being cross-examined.

Ans. to 1st int. to Stubbs: I was elected treasurer of The V., S. & T. R. R. Co., on the 10th October, 1854, and continued to serve in that capacity until the sale of the road. On the 11th October, 1865, I was elected secretary (having then been the acting secretary since May 7th, 1864), and was the treasurer and secretary of the company on the 3d day of February, 1866. I was also a director of the company from July 11th, 1862, till sale of road. When Ludeling and associates organized in February, 1866, I was elected their treasurer & secretary, and have served them and the North Louisiana & Texas Railroad Company
264 in that capacity up to the present time. I was elected a director of the organization under Ludeling and associates, and continued to be a director of that organization and of the North La. & Texas Railroad Co., until October 14th, 1872. From May 1st, 1871, to the present time, I have been general freight & ticket agent of the N. La. & T. R. R. Co.

Ans. to 2d int. to Stubbs: In my opinion the expenditures in the reconstruction, maintenance, & operation of said railroad since 3d February, 1866, have been conducted economically, and at small cost, with view to a good and profitable road. No exertions have been spared to make the earnings as large as possible.

Ans. to 3d int. to Stubbs: In my opinion the affairs of the railroad were conducted by Ludeling & associates, and by the North Louisiana & Texas Railroad Company, with the same care and economy as bona fide owners would have done. Until the decision of this suit I had no reason to believe that they had any doubt whatever of their being bona fide owners of the railroad and its effects (in fact, I think they
265 still believe they are), a proof of which is that most of them invested largely of their own means.

Ans. to 4th int. to Stubbs: I being the Ja's F. McGuire, treasurer & secretary, referred to in this interrogatory was, of course, not appointed to examine my own accounts. I know that my accounts are correct.

Answer to 5th int. to Stubbs: I do not think of anything necessary to illustrate my answers.

Answer to 1st int. to Gordon: I was acquainted with the condition of

the Vicksburg, Shreveport & Texas Railroad on the 3d day of February, 1866, having been connected with its management, as stated in my answer to first interrogatory to M'r Stubbs. The road was a wreck. The bridges, culverts, &c., which had not been burnt by Confederate or Federal forces were rotten. The cross-ties were nearly all rotten; much of the iron was displaced from the embankment; the road-bed was badly washed and was overgrown with bushes, briers, and saplings. It was not in a condition to earn any revenue whatever. That part of the
266 road between Mounds (a point six miles west of Delta, the present eastern terminus, eight miles from the former eastern terminus) and Delta had not (on the 3d Febr'y, 1866,) been operated since March, 1862. Between Mounds & Delhi, 29 miles, it had not been operated since December, 1862, and between Delhi & Monroe, 37 miles, not since August, 1863.

Ans. to 2d int. to Gordon: I have resided at Monroe since December, 1843. Was not a contractor on the road at any time. Was acquainted with its condition before, during, & since the war, as stated in answer to previous interrogatories.

Ans. to 3d int. to Gordon: I have been treasurer & secretary, general freight and ticket agent, and director, as stated in answer to first interrogatory to Stubbs.

Ans. to 4th & 5th int's to Gordon: My answer to 2d interrogatory to Stubbs is my answer to these two interrogatories.

Ans. to 6th int. to Gordon: I do not believe the operation of any portion less than the whole of the road between Monroe & the Mississippi River would pay running expenses and for maintenance of road.

267 Ans. to 7th int. to Gordon: I think it was the interest of the owners of the railroad that it should be reconstructed and maintained in good running order. This the defendants have done. They have done it, I think, economically, and, under the circumstances, as cheaply as it could have been done.

Ans. to 8th int. to Gordon: As to cross-ties, bridging, & embankment, I think the road is in far better condition than it has ever been, either before or since the war. A very considerable portion of the road having been recently submerged by the overflow of the Mississippi River, the surface is very rough, and for the same reason in some places the alignment is imperfect. Of course the iron rails are more worn than they were prior to 3d Febr'y, 1866, but their condition is good, comparatively little evidence of wear being perceptible. The motive power is in much better condition than it was when trains were stopped in 1863, and more of it. There are more freight-cars, and they are in good condition. There are more passenger & baggage cars, & they are in safe and serviceable condition; the passenger-cars, however, are sadly in need of upholstery work & painting.

268 Ans. to 9th int. to Gordon: I think the materials and labor put upon the railroad by Ludeling & associates and by the N. La. & Texas R. R. Co. have enhanced the value of the property to the extent of $2,000,000.00. The road and its equipment cost originally about $2,200,000.00, which was, I think, more than its then real value. When it came into the possession of the defendants it was a wreck, was not in a condition to earn any revenue whatever; they, by the expenditure of $884,061 $^{16}_{100}$, have made the wreck a valuable property. I think that as a distinct road its present value is fully $2,000,000.00. As a link in the great highway contemplated from the Miss. River opposite Vicksburg to the Pacific it is worth much more. An additional reason for my conclusion is that the titles to gov't lands are now completed, & the rebuilding of the road gives the only value they have for settlement.

Ans. to 10th int. to Gordon. Not being a lawyer I relied upon the expressed opinions of the attorneys to whom the question as to the validity of the title of Ludeling & associates was submitted. They believed their titie to be good. I know that Ludeling & associates ex-
269 pressed no doubt upon the subject. They believed their title was perfect.

Ans. to 11th int. to Gordon: The road was a wreck when Ludeling & associates purchased it, and as a railroad had no value. Of course the iron rails, the chairs, &c., and the embankments which were utilized in reconstruction, were made valuable by the road being reconstructed. As to the difference in cost, had reconstruction been delayed till the decision of this suit, I can only say that in my opinion it would have cost very much more to have a given value to the embankments and to the iron which might have been found on the line. The embankments would have been still more greatly injured by washing, and would have been so densely overgrown with trees, undergrowth, &c., that the item of clearing & grubbing would probably have been fully as great as when the road was originally constructed. The iron rails, chairs, &c., would have been greatly deteriorated from rust, and the greater portion of it near navigable streams would doubtless have been stolen & carried away. Nothing could have been utilized except what might
270 have been left of the embankments and iron. As to the locomotives, cars and car-wheels & axles, had they been left till the decision of this suit I do not think they could have been utilized at all, & would have been valuable only as old iron.

Ans. to 12th int. to Gordon: I know nothing further that would tend to illustrate my answers.

Answers to cross-interrogatories:

Ans. to 1st X-int: I cannot possibly state item by item all the additions, replacements, improvements, fixtures etc., placed on the railroad since Feb'ry 3d, 1866. I know that since that period new cross-ties were placed on the entire road (a few hundred of old cedar ties only being now in use); all the bridges were renewed; about 10,000 cubic yards of earth-work were added to the embankments by contractors, and a considerable amount of earth-work was done by company's hands. In the maintenance of the road nearly all the ties used in 1866, '67, '68, & '69 have been replaced with new ties & charged to maintenances. Depot buildings have been erected at Delta, Tallulah, Delhi, Rayville (small), Gordon, & Monroe, the latter temporary. The embankments were
271 cleared and repaired, one mile and three fourths of new track were made to change the river terminus to Delta, it being considered impracticable to rebuild the road to De Soto, the former eastern terminus, in consequence of a considerable portion of the old road-bed having caved into the Mississippi River. Two new locomotives were added to the motive power. Four of the old locomotives, acquired with the property, were rebuilt; all the cars, freight, passenger, and baggage, were rebuilt except one passenger car, and that was thoroughly repaired in 1866; it is now in need of thorough repair again. For further information I refer to the detailed account of expenditures, B, now in court, and to the vouchers accompanying it.

Ans. to 2d X-int: I cannot state with any certainty the present cash value of each of the additions, replacements, improvements etc., as they were delivered to the receiver; I could only form an estimate of the value of the railroad as a whole. Without these additions, improvements, etc., I think the value of the whole would be destroyed.

272 Ans. to 3d X-int. I cannot give the precise date that each addi-

tion, improvement, etc., was made. My detailed account, B, gives all the information I possess, except my general knowledge of the fact that the work of reconstruction was commenced in March, 1866, and was so far completed that trains were run over the entire road on the 2d of July, 1870, and that the defendants continued to make permanent improvements up to the time the property was delivered to the receiver. I think that all are valuable to the road in this, that if any one were removed it would have to be replaced at once at a cost equally as great as was paid by the defendants.

Ans. to 4th X-int. I think that all are adherent to the road except the two new locomotives, and if they were removed two others would have to be purchased at a cost as great as was paid for them. The depot buildings and section houses might be removed, but would have to be replaced at once. I think all are absolutely necessary for the operation and maintenance of the road.

273 Ans. to 5th X-int. There were iron rails on the road when the property was sold by the sheriff in 1866. Several hundred rails originally placed on the road have been carried away. About one mile of them, I learn & believe, are now in use on the Vicksburg & Meridian Railroad, having been placed there by the Federal forces. A large number of those stolen or carried away have been reclaimed, and they, together with all those received from the sheriff, except a few twisted rails, were relaid and are now in use.

Ans. to 6th X-int. No new rails have been purchased by the defendants. There are no new rails on the road.

Ans. to 7th X-int. There were some cross ties on the road in 1866. I can only give the number of those that were utilized by deducting the number used in reconstruction, about 154,000, from the number necessary for the whole road as it was reconstructed, about 196,000, leaving, say, about 42,000, which were left temporarily in the track; and these, except about 1,000 cedar ties, were replaced by new ones

274 as rapidly as new could be obtained.

Ans. to 8th X-int. There are now about 205,000 cross-ties in the road. The greater portion of them are good, better than the average of the ties are in Southern roads. I judge that from three to six per cent. of the whole number are becoming defective, & should be replaced with new ones during the present summer to place the road in proper order for the fall business. This percentage of defective ties is not large.

Ans. to 9th X-int. The embankments are in as good condition as the material of which they are composed can make. Some portions of the road-bed need ballasting. No grading is needful, unless it be determined to raise the entire road above "high-water mark."

Ans. to 10th X-int. Ludeling & associates have not laid any additional track; that is, they have not extended the road beyond Monroe towards Texas.

Ans. to 11th X-int. I was not a party to the purchase. When Ludeling & associates organized after the sale I became associated

275 with them and my name was placed in the sheriff's deed. I am named as one of the defendants to this bill.

Ans. to 12th X-int. I do not think of anything farther that would benefit the parties to this suit.

JOS. F. McGUIRE.

Sworn to and subscribed before me on this the 26th day of May, A. D. 1875.

[L. S.] FRANCIS A. HALL,
Special Commissioner.

276 Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Francis A. Hall, special commissioner, residing at Monroe, parish of Ouachita, Louisiana.

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you J. W. Green, and him duly examine on the annexed interrogatories, on oath, touching and concerning certain matters and things in a case now depending in the said court, wherein H. R. Jackson et als. are plaintiffs, and the Vicksburg, Shreveport and Texas Railroad Company et al. are defendants; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause, and send also this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this 22d day of May, anno Domini 1875, and the 99th year of the Independence of the United States of America.

[SEAL.]

F. A WOOLFLEY, *Clerk*,
By F. B. VINOT, *Dy Clerk*.

277 Circuit court of the United States, 5th circuit, district of Louisiana. In equity.

H. R. JACKSON ET ALS.
vs.
THE VICKSBURG, SHREVEPORT AND TEXAS Railroad Company et als. } No. 5033.

Interrogatories to John W. Green, resident of the parish of Ouachita, in the State of Louisiana, the answers to which are to be used and read in evidence before the special master appointed in this case, and before the honorable the circuit court of the United States, on the trial of the matters at issue before the special master in the above-entitled case.

Interrogatory 1st. What is your occupation or profession, and how long have you been engaged in the pursuit of such occupation or profession?

Interrogatory 2nd. Where are you now employed, and by whom were you so employed?

Interrogatory 3rd. Were you acquainted with the condition of the railroad and property of the Vicksburg, Shreveport and Texas Railroad on and before the 3rd February, A. D. 1866? If so, state what
278 was its condition at that time; give the general and particular condition of it at that time, and your means of knowledge thereof.

Interrogatory 4th. Who was the engineer under whose direction the said railroad was repaired and rebuilt after the sale to Ludeling and associates?

Interrogatory 5th. What work in repairs, rebuilding, refurnishing, operating, and otherwise, was done on said railroad by said Ludeling and associates and the North Louisiana and Texas Railroad Company from the 3rd February, A. D. 1866, to the time the same was delivered

to you as receiver thereof under the present suit? State generally and specially all you know on the subject inquired of in this interrogatory.

Interrogatory 6th. Were the improvements put upon said railroad necessary, and useful, and beneficial to the owners of the property?

Interrogatory 7th. Was or not the works and improvements spoken of in the preceeding interrogatories and answers well done?

279 Interrogatory 8th. Do you or not know the cost of the materials and labor expended in making such works and improvements on said railroad? If so, state it as near as you can.

Interrogatory 9th. Have the works and improvements put upon said railroad since the 3rd February, A. D. 1866, enhanced the value of the property of said railroad and the railroad itself? If yea, how much in your judgment?

Interrogatory 10th. Have the sums expended to maintain and operate the said railroad during the time defendants have had it been economical, fair, and necessary?

Interrogatory 11th. State what other connection you have had with said railroad since the 3rd February, A. D. 1866, than that already stated, and when such connection existed, that is, the dates.

Interrogatory 12th. Are the statements made by you in your report as chief engineer of Ludeling and associates and of the North Louisiana and Texas Railroad Co., on the 1st September, A. D. 1870, correct?

280 Interrogatory 13th. Were or not the contracts for work, labor, and materials in the repairing, reconstructing, and operating the said railroad since the 3rd February, 1866, mostly, if not all, made by you in your character of chief engineer and superintendent of said railroad, and was not the same done on the most advantgeous and economical scale, according to the best of your ability?

Interrogatory 14th. Have not the expenditures in the repairing, reconstructing, and operating said railroad been carefully kept within the most economical bounds by Ludeling and associates and the North La. & T. R. R. Co.?

Interrogatory 15th. Was or not the said railroad in a condition to produce any rents, revenues, or incomes at the time it came into the possession of Ludeling and associates?

Interrogatory 16th. At what date was the said railroad reconstructed and repaired so that the trains could run from Monroe to the Mississippi River after Ludeling and associates came into the possession thereof?

281 Interrogatory 17th. How much of the said railroad was reconstructed and repaired so the trains could operate over it on the 1st day of December, 1866, the date of the filing of this suit? State the portion of the said railroad then being operated.

Interrogatory 18th. Was or not the income derived from operating the portion of the railroad in operation on the 1st Dec'r, 1866, sufficient to pay for operating that portion of the road, and keeping it in repair?

Interrogatory 19th. Would or not the income derived from operating any portion of said railroad, less than the whole road, from Monroe to the M'i River, pay for operating the same; in other words, would it pay the expenses of operating it?

Interrogatory 20th. Had Ludeling and associates ceased reconstructing and repairing said railroad at the time this suit was filed against them, what would have been the consequence in regard to the work that had been done on it up to that time?

Interrogatory 21st. Would or not the work and improvements
282 done or put on said railroad up to the time alluded to in the fore-

going interrogatory have been lost or greatly damaged by being left in its then condition and without being kept up?

Interrogatory 22d. Was it or not to the interest of the owners of the property that those having possession should continue to work on the road, in order to preserve it, to prevent deterioration and loss, and to put the railroad in condition to yield a revenue in excess of the expenditures, whilst the title or possession was in litigation?

Interrogatory 23rd. From your long and intimate connection with the defendants, can you state whether they believed they were the legal and true owners of the railroad and property purchased by them? From all their acts in connection with said property were you led to believe that they had any doubt about their ownership even after the institution of this suit? Did they or not always act as if they believed themselves the owners of the property?

Interrogatory 24th. Please state anything further that will more clearly illustrate your answers to the foregoing interrogatories.

(Signed) JOHN RAY,
Att'y for Defendants.

283 In the circuit court of the United States, district of Louisiana.

JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT & TEXAS RAILROAD Company.

Cross-interrogatories to be exhibited to John W. Greene, a witness for the defendants, in the suit No. 5033, now pending on a reference before F. A. Woolfley, master, in equity, at New Orleans, April term, 1875.

If you state that you were the engineer of the road of the Vicksburg, Shreveport & Texas Railroad Company in 1866 & 1867-'8-'9, please state what you know of the condition of that road in the latter part of 1865, and during the year 1866. Did you pass over the road during 1865 or 1866 with a view to carefully examine the damage it had sustained, and to compute the cost for the necessary repairs? How often did you make the examination of the road for that purpose?

2. Please state whether you made any report to the company in the year 1865, or to Ludeling & associates in 1866, of the cost for reparations, and to place the road in the same condition as before the
284 war. If yea, attach to your answers to this interrogatory the reports you then made.

3. State whether those reports were exact and accurate? How far did those reports correspond with the facts? What sum of money did the repairs cost and what restoration was made?

4. How much of the tracks have been laid since 1865 with new iron rails? Were the iron rails used which were on the road in 1865 & previously, & to what extent? Have they been used since 1866 by Ludeling & associates? What has been the deterioration of those iron rails by eight years of use by Ludeling & associates?

5. What number of cross ties were needed in 1865-'6? Were they put on the road? How many times have they been removed since that date? What is their condition now? What is the state and condition of the cross-ties on the road at this date as compared with their condition in February, 1866? What is the difference in cash value?

6. How does the road-bed at the present date compare with the road-bed in February, 1866? What is the present cash value of the

to you as receiver thereof under the present suit? State generally and specially all you know on the subject inquired of in this interrogatory.

Interrogatory 6th. Were the improvements put upon said railroad necessary, and useful, and beneficial to the owners of the property?

Interrogatory 7th. Was or not the works and improvements spoken of in the preceeding interrogatories and answers well done?

279 Interrogatory 8th. Do you or not know the cost of the materials and labor expended in making such works and improvements on said railroad? If so, state it as near as you can.

Interrogatory 9th. Have the works and improvements put upon said railroad since the 3rd February, A. D. 1866, enhanced the value of the property of said railroad and the railroad itself? If yea, how much in your judgment?

Interrogatory 10th. Have the sums expended to maintain and operate the said railroad during the time defendants have had it been economical, fair, and necessary?

Interrogatory 11th. State what other connection you have had with said railroad since the 3rd February, A. D. 1866, than that already stated, and when such connection existed, that is, the dates.

Interrogatory 12th. Are the statements made by you in your report as chief engineer of Ludeling and associates and of the North Louisiana and Texas Railroad Co., on the 1st September, A. D. 1870, correct?

280 Interrogatory 13th. Were or not the contracts for work, labor, and materials in the repairing, reconstructing, and operating the said railroad since the 3rd February, 1866, mostly, if not all, made by you in your character of chief engineer and superintendent of said railroad, and was not the same done on the most advantgeous and economical scale, according to the best of your ability?

Interrogatory 14th. Have not the expenditures in the repairing, reconstructing, and operating said railroad been carefully kept within the most economical bounds by Ludeling and associates and the North La. & T. R. R. Co.?

Interrogatory 15th. Was or not the said railroad in a condition to produce any rents, revenues, or incomes at the time it came into the possession of Ludeling and associates?

Interrogatory 16th. At what date was the said railroad reconstructed and repaired so that the trains could run from Monroe to the Mississippi River after Ludeling and associates came into the possession thereof?

281 Interrogatory 17th. How much of the said railroad was reconstructed and repaired so the trains could operate over it on the 1st day of December, 1866, the date of the filing of this suit? State the portion of the said railroad then being operated.

Interrogatory 18th. Was or not the income derived from operating the portion of the railroad in operation on the 1st Dec'r, 1866, sufficient to pay for operating that portion of the road, and keeping it in repair?

Interrogatory 19th. Would or not the income derived from operating any portion of said railroad, less than the whole road, from Monroe to the M'i River, pay for operating the same; in other words, would it pay the expenses of operating it?

Interrogatory 20th. Had Ludeling and associates ceased reconstructing and repairing said railroad at the time this suit was filed against them, what would have been the consequence in regard to the work that had been done on it up to that time?

Interrogatory 21st. Would or not the work and improvements
282 done or put on said railroad up to the time alluded to in the fore-

going interrogatory have been lost or greatly damaged by being left in its then condition and without being kept up?

Interrogatory 22d. Was it or not to the interest of the owners of the property that those having possession should continue to work on the road, in order to preserve it, to prevent deterioration and loss, and to put the railroad in condition to yield a revenue in excess of the expenditures, whilst the title or possession was in litigation?

Interrogatory 23rd. From your long and intimate connection with the defendants, can you state whether they believed they were the legal and true owners of the railroad and property purchased by them? From all their acts in connection with said property were you led to believe that they had any doubt about their ownership even after the institution of this suit? Did they or not always act as if they believed themselves the owners of the property?

Interrogatory 24th. Please state anything further that will more clearly illustrate your answers to the foregoing interrogatories.

(Signed) JOHN RAY,
Att'y for Defendants.

283 In the circuit court of the United States, district of Louisiana.

JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT & TEXAS RAILROAD Company.

Cross-interrogatories to be exhibited to John W. Greene, a witness for the defendants, in the suit No. 5033, now pending on a reference before F. A. Woolfley, master, in equity, at New Orleans, April term, 1875.

If you state that you were the engineer of the road of the Vicksburg, Shreveport & Texas Railroad Company in 1866 & 1867-'8-'9, please state what you know of the condition of that road in the latter part of 1865, and during the year 1866. Did you pass over the road during 1865 or 1866 with a view to carefully examine the damage it had sustained, and to compute the cost for the necessary repairs? How often did you make the examination of the road for that purpose?

2. Please state whether you made any report to the company in the year 1865, or to Ludeling & associates in 1866, of the cost for reparations, and to place the road in the same condition as before the
284 war. If yea, attach to your answers to this interrogatory the reports you then made.

3. State whether those reports were exact and accurate? How far did those reports correspond with the facts? What sum of money did the repairs cost and what restoration was made?

4. How much of the tracks have been laid since 1865 with new iron rails? Were the iron rails used which were on the road in 1865 & previously, & to what extent? Have they been used since 1866 by Ludeling & associates? What has been the deterioration of those iron rails by eight years of use by Ludeling & associates?

5. What number of cross ties were needed in 1865-'6? Were they put on the road? How many times have they been removed since that date? What is their condition now? What is the state and condition of the cross-ties on the road at this date as compared with their condition in February, 1866? What is the difference in cash value?

6. How does the road-bed at the present date compare with the road-bed in February, 1866? What is the present cash value of the

285 road-bed as compared with the cash value of the road-bed in February, 1866? That is, how much additional money would place the road-bed of February, 1866, in the condition of the road-bed of 1875, at the date of your receivership?

7. What is the present cash value of the bridges & masonry work on the road as compared with the same structures in 1866, in February?

The answer we ask for is as to its existing condition of fitness & capacity for use.

8. What erections of buildings have been made to permanently improve the railroad? Are these necessary buildings? What is their present cash value?

9. What is the present cash value of all of the buildings, bridges, cross-ties, embankments, station-houses, engines, cars, equipments, which have been put up and provided, and have come to your possession, and which were not on the road in February, 1866? What is the deterioration of the work and material on the road in 1866?

10. Do you know anything of the payments made by Ludeling & associates for these various structures on the road? Were they
286 paid for in cash or on a credit? Were they paid in money, shares of stock, scrip, or what sort of payments were made? What is the precise value of the structural additions to the road in your hands at the date of its receipt by you, & which were made since 1866?

11. Did you make a report of the condition of the railroad to the vice-president, John Ray, in August, 1855? Please say how far, if at all, this report was correct, & how far the estimates were then accurate.

12. In what manner was the report deficient or inaccurate? State the reasons for the costs of repairs, restorations, & constructions since being greater than this report would reqiure.

13. Have there been any extraordinary damages from floods, inundations, or other causes, since 1866, requiring expenses to the North Louisiana & Texas R. Co. and outlays? How often has there been renewals of the work on the road?

14. If you know of any fact important to explain your testimony, or to benefit the plaintiffs, please answer fully & particularly. Give precise statements of all the additions to the road since 1866
287 which now exist upon it. State which can be separated from the road & which adhere to it as a part of it, and the present value of each item.

J. A. CAMPBELL, *for Pl'ff.*

288 United States circuit court, 5th circuit, dist. of Louisiana. In equity.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et al. } 5033.

Answer of John W. Green to interrogatories propounded to him.

Answer to interrogatory 1st. I am a civil engineer. Have been engaged in the construction, repairs, and management of railroads for twenty-two years, less the period of the late war, when I was engaged in the Confederate States service as a military engineer.

Answer to interrogatory 2nd. I am engaged in the management of

the Vicksburg, Shreveport and Texas Railroad as receiver and superintendent: was appointed receiver by the Hon. W. B. Woods, judge of the United States circuit court for the district of Louisiana.

Answer to interrogatory 3rd. Seven months prior to February 3rd, 1866, I was acquainted with the condition of that portion of the Vicksburg, Shreveport and Texas Railroad situated between the Mississippi and Ouachita Rivers. For description of its condition & my
289 means of knowledge, see my report dated Vicksburg, August 8th, 1865, addressed to John Ray, esq., vice-president, said report filed with this answer, marked A, and made part hereof.

Answer to interrogatory 4th. I was the engineer under whose direction all contracts work was done, in repairing and rebuilding the road after date to Ludeling & associates. A considerable amount of work was done on "railroad company account" under the direction of Mr. W. R. Gordon, the then superintendent.

Answer to interrogatory 5th. "Engineer's estimate," on which payments were made to contractors, which passed from me to the hands of the treasurer of Ludeling & associates, and of the North Louisiana and Texas Railroad Company, which are embodied in my reports as chief engineer, dated September 6th, 1870, and my reports as engineer & superintendent for fiscal years ending August 31st, 1871, '72, & '73, together with statements of expenditures from August 31st to November 30th, 1873, inclusive, give full information, so far as I can testify, on the subject. True copies of said reports & statements, marked B,
290 C, D, E, & F, respectively, are hereto annexed and made part of this answer.

Answer to interrogatory 6th. All the improvements put on the road, over which I exercised control, I considered necessary, useful, & beneficial to the owners of the property, the same being shown by reports referred to above in answer to interrogatories 3d & 5th.

Answer to interrogatory 7th. The works & improvements referred to in answer to interrogatories 5th & 6th I considered well done.

Answer to interrogatory 8th. To the best of my knowledge the abovementioned reports and statements are correct. My reports as chief engineer, dated September 1st, 1870, shows the cost of materials & labor expended in making such works and improvements as were made under contracts from commencement of operation to that date. The subsequent reports & statement referred to in answer to interrogatory 5th shows the amounts expended in making the works & improvements therein mentioned.

291 Answer to interrogatory 9th. The works and improvements put upon the road have enhanced the value of the railroad; and where improvements have been judiciously made, in my judgement, the proper cost of the same represented at the dates of their respective completion the enhanced value of the railroad, resulting from such works respectively.

Answer to interrogatory 10th. During the period I was superintendent of the road the sums expended to maintain and operate the road I consider to have been economical, fair, and necessary. I again refer to my reports for full information.

Answer to interrogatory 11th. My connection with the road subsequent to February 3rd, 1866, commenced as chief engineer March 1st, 1866. This position I held until October 1st, 1870, when I was appointed superintendent. I performed the duties of engineer & superintendent until December 1st, 1873, when my connection with the railroad ceased.

Answer to interrogatory 12th. The statements contained in my
292 reports of September 1st, 1870, addressed to President John T. Ludeling, are, to the best of my knowledge and belief, correct. Said report, marked "B," above referred to.

Answer to interrogatory 13th. The contracts mentioned in this interrogatory were mostly made by me in my capacity as chief engineer. Some of the contracts were made by M'r W. R. Gordon in his capacity as superintendent. The contracts made by me were based upon the most advantageous & economical terms, according to the best of my ability.

Answer to interrogatory 14th. They have been in all matters that were under my control, to the best of my knowledge and ability.

Answer to interrogatory 15th. Between August, 1865, and March, 1866, I was absent from Louisiana. At the latter date the railroad was not in a condition to produce any rents, revenues, or incomes.

Answer to interrogatory 16th. The road was opened for traffic from Monroe to Delta, on the Mississippi River, on the 2nd of July, 1470.

293 Answer to interrogatory 17th. On the 1st of December, 1866, the road was in operation from Monroe to a point about sixteen or eighteen miles east of Monroe.

Answer to interrogatory 18th. I was not the superintendent of the road at that time, and cannot answer this interrogatory.

Answer to interrogatory 19th. After I became superintendent my experience proved that it would not.

Answer to interrogatory 20th. Had the work of reconstructing & repairing the road ceased when the suit against Ludeling & associates was filed, and no attention paid to the road thereafter? I am of the opinion that the work referred to would have suffered serious deterioration.

Answer to interrogatory 21st. Yes; I am of the opinion the work done would have been seriously damaged & a portion of it lost.

Answer to interrogatory 22. In my judgement, yes.

294 Answer to interrogatory 23d. It is impossible for me to say what the defendants believed. Their actions generally led me to believe they were confident of having their title sustained by the courts. They always acted as if they believed themselves the owners of the property.

Answer to interrogatory 24th. In replying to the foregoing interrogatories I have answered as fully and clearly as possible.

JOHN W. GREEN.

Sworn to and subscribed before me on this 8th day of June, A. D. 1875.

[L. S.] FRANCIS A. HALL,
Special Commissioner.

295 Answer to cross interrogatories:

Answer to interrogatory 1st. I passed over the road between the Ouachita & Mississippi Rivers in August, 1865, with the view of examining the damage it had sustained during the war, and of estimating the cost of restoring it to its condition prior to the war. On that occasion, I made but the single examination for that purpose. My report, dated Vicksburg, Miss., August 8th, 1865, addressed to John Ray, esq., vice-president, marked "A," and made part of my answer to 3d interrogatory in chief, represents the opinion I entertained in regard to the condition of the road. I did not see the road between August 8th, 1865, and March, 1866. In March, 1866, the condition of such portions of the road

I saw was not materially different from the condition of the same in August, 1865, except the deterioration of timber and cross-ties from natural decay in that length of time.

Answer to interrogatory 2d. I wrote a report to John Ray, esq.,
296 v. pres't in August, 1865, as above stated, which report is marked "A" and annexed to my answer to 3d interrogatory in chief, & the same is made a part of this answer. I do not remember making any report on the cost of repairs to Ludeling & associates in 1866.

Answer to interrogatory 3rd. The report of August 8th, 1865, so far as regards the condition of road, is correct. The estimated cost of repairing road is materially less than the expenditures incurred. I submit the following statement in explanation:

1st. The report was made in August, 1865, and contemplated restoring the road to its condition prior to the war. About sixteen or eighteen miles of road were repaired in 1866. During 1867 nineteen additional miles were repaired. The remaining thirty-five miles were finished during 1869 & 1870—four to five years subsequent to report referred to. A considerable portion of the material (cross-ties especially) that in 1865 could have been utilized was utterly unfit for service in 1869 & 1870, and had to be replaced by new material not considered in report of August, 1865.

297 2nd. The plans of repairing road was greatly modified in regard to that portion of the road between the Mississippi River & Delhi. The levee system was very imperfect, and the road exposed to annual inundations.

Looking to the extension of the line to Shreveport, I was, in 1869 & '70, and am now, of the opinion that the value of the enterprise would be incalculably impaired if the section of the road between the Mississippi & Ouachita Rivers was not made self-protecting, viz, the grade-line raised above the highest water-mark, and additional water-way provided. To accomplish this work a larger sum was required than the defendants were willing to expend, but, with the view of ultimately perfecting this plan, the directory of the North Louisiana & Texas R. R'd Co. acceded to the proposition of necessary elevation of bridges in the passage of the principal streams. This consequently involved considerable work in elevating embankments at bridge approaches. Prior to the war much trouble & expense occurred on account of insecure foundation for bridges on eastern end of road. This defect was corrected in reconstruction.

298 3rd. In my report of August, 1865, I fixed the cost of material & labor at prices paid anterior to the war plus the difference between currency & gold. When the work was done, labor was difficult to obtain. Contractors paid largely in excess of the figures upon which my estimate was based, and from 50 to 75 per cent. in excess of the price I now pay as receiver for road laborers.

For the reasons recited, viz, the deterioration of material, the elaborated work, and enhanced value of labor, the cost of reconstruction was in excess of my estimate.

My report, as chief engineer, addressed to the pres't of N. La. & Tex. R. R. Co. & dated September 1st, 1870, shows the cost of repairs & character & amount of restoration made on the road from commencement of operation to that date. Said report, marked "B," and made a part of my answer to 5th interrogatory in chief.

Answer to interrogatory 4th. Up to the 1st of December, 1873, when my connection with the road ceased, no new rails were laid. The same

rails were used that were on the road in 1865, and have, to the best of my knowledge and belief, been used since.

299 So many elements enter into the calculation for determining the life of iron rails it is very difficult to arrive at the exact deterioration. Judging from experience & information gathered from statistical records, I am of the opinion that iron rails of the best quality, subjected to usage like those of the Vicksburg, Shreveport & Texas R. R'd, should last about thirty years. That is, at the expiration of that time they would be so much worn as to necessitate rerolling, the cost of which is generally fixed at one-half the value of new rails. Assuming the rails in question to be of the best quality & their life thirty years, and considering the time occupied in opening the road for traffic from Monroe to Mississippi River, we have the following results:

Monroe to Girard, eighteen miles, about eight years' service; Girard to Delhi, nineteen miles, about seven years; Delta to Tallulah, seventeen miles, about five years; Tallulah to Delhi, eighteen miles, about four & one-half years. Roughly computed, the equivalent of seventy-two miles for a fraction in excess of six years' service, the deterioration would be one-fifth the value of re-rolled iron, or one-tenth the

300 value of new rails. It is generally conceded, in estimates of this character, that the percentage of deterioration of rails increases from year to year. That is, the second year in excess of the first, the third in excess of the second, etc.

Answer to interrogatory 5th. My report of August, 1865, shows the estimated number of cross-ties then needed. On account of deterioration of material already spoken of, a much larger number were used. My report of September 1st, 1870, marked "Exhibit B," & made part of my answer to interrogatory 5th in chief, shows the number of ties used up to that date. I cannot state how many ties have been placed in the tracks since the road has been in operation. The books of the N. L'a & Tex. R. R. Co. should give this information in accurate figures. With the exception of fifteen thousand in number, the cross-ties now in the track are of good material (cypress), and are generally in fair condition.

In receipting for the property on the 13th April, '875, the statement was made that about seven thousand cross ties would be required to repair the track. Closer examination disclosed the necessity for the

301 number now specified. The cross-ties at this time are in better condition than in 1866 *than in* 1866. The difference in value, in my opinion, would be the market-price of ties for the amount used in reconstruction in excess of number indicated in my report of 1865, less the deterioration they have suffered since placed in the track. The life of a good cypress tie in this road may be assumed at from six to eight years; life of oak ties may be assumed at from three to four years. Whenever practicable I used cypress cross-ties. I cannot state the difference in cash value of cross-ties more accurately.

Answer to interrogatory 6th. The road-bed at present is in better condition than in 1866. The washed embankments referred to in my report of 1865 were repaired. Injuries of this kind at present are mainly due to the recent overflow. In my judgment, the cost of work done in repairing embankments would represent the difference in value of road-bed in 1866 and at completion of work. In estimating present value of road-bed, the deterioration of embankments should be considered.

Labor being cheaper now, contracts for doing this work could

302 probably be made for similar work at less prices.

The present market-value of the amount of earth-work done, less deterioration since construction, would, in my judgment, represent

the difference in value of road-bed in 1866 and at the date of my receipt for the property.

Answer to interrogatory 7th. As in the matter of cross ties, the market-value of bridging, less the deterioration since construction, in my opinion, represents the difference in value of this item. The foundation work for bridges may be considered permanent; hence no deterioration is chargeable in this particular. The superstructure of trestle-work (the prevailing style of bridging on the road) should, when built of cypress, render efficient service for five years without repair, and should last for fifteen years before entirely renewed. My report of September 1st, 1870, shows what amount of cypress trestling was erected. At present the bridging is generally in fair condition. There is no masonry.

Answer to interrogatory 8th. The buildings erected were for
303 depots, offices, shops, & section houses, and are generally necessary. The market-value for erection, less the deterioration since erected, is, in my opinion, the present cash value. The books of the N. L. & Texas R. R. Co. should show the cost of construction of buildings.

Answer to interrogatory 9th. In previous answer I have stated what I considered the value, or rather the method by which the present value could be arrived at, of buildings, bridges, cross-ties, embankments & station-houses put up & provided, and that were not on the road in 1866. I made a similar suggestion in regard to fixing the value of equipments provided that was not on the road in 1866; said equipments, that is, rolling-stock, consists of two locomotives, in good condition, excepting such repairs as are mentioned in inventory of property, three small second class passenger cars, two small baggage cars, nineteen box and nine platform cars, two shanty-cars, two crank, seven lever, & eight push cars.

Machine-shop tools as follows: one planer, one drill-press, one lathe, and about thirty feet of shafting.

304 The price of the locomotives in cash, delivered at Delta, was, I believe, about twelve thousand dollars each. For exact figures in this matter, price of machine-shop tools, contract price of cargo-boxes, of twelve box-cars, and cost of other cars, I refer to books of N. L. & T. R. R. Co.

The wheels & axles, springs, castings, & other iron-work pertaining to the running gear of all the freight-cars were on the road in 1866. In my opinion this material is equivalent to about sixty-five per cent. of a box-car & eighty per cent. of a flat car. Box cars complete in 1869 & 1870 were generally estimated at eight hundred dollars each, & flat cars at six hundred dollars each. The estimated destruction of rails as given in answer to cross-interrogatory 4th. The method of approximately the deterioration of cross-ties & bridging is given in answer to cross interrogatories 6th & 7th. I have not at hand the data to approximate the deterioration of car-wheels & axles.

305 Answer to interrogatory 10th. Payments were made in cash as long as the treasurer was in funds. Towards the close of the work there was a lack of money, and I believe notes of the company were given in settlement of claims. I know of no payments made in stocks. The value of the structural additions to the road in my hands at the date of receipt by me, which were made subsequent to 1866, is, in my opinion, the contract price of the same less the deterioration sustained since construction, & the difference in value of material & labor then and at present.

Answer to interrogatory 11th. I made a report in August, 1865, to V. Pres't John Ray. The difference in estimated cost at that time, & act-

ual cost of work done under my supervision, is explained in answer to cross-interrogatory 3d.

Answer to interrogatory 12th. See answer to cross-interrogatories 3 & 11, in which the reasons for increased cost are fully given.

Answer to interrogatory 13th. More or less damage results
306 from overflow of road. My annual reports as superintendent in 1871 & 1873, marked C & E, and made part of my answer to interrogatory 5th in chief, will convey full information on this point. There was no overflow in 1872. I cannot make an approximate statement of the work of removal. The books of the North Louisiana & Texas R. R'd Co. should show the amount in exact figures.

Answer to interrogatory 14th. The foregoing answers are as explicit as I can make them.

The following items specified in inventory and for which I receipted on the 13th April, 1875, were not in possession of the Vicksburg, Shreveport & Texas Railroad in 1866.

First. The additions that adhere to the road, viz: The new road-bed from the terminus of road at Delta, with its bridges & cross-ties, to its intersection with the old road-bed, a distance of about one and three quarter miles. At Delta, twenty-three & eighty-one one hundredths (23_{100}^{81}) acres for depot grounds, less amount caved off in river, depot building with ample platforms, ticket office, engine house,
307 turn-table, officers' and agent's room. At Tallulah, Delhi, Rayville, & Gordon, serviceable depot buildings. At Monroe, a temporary & small depot building, a cotton-shed, machine & carpenter shops of temporary character, & an engine-house to accommodate six locomotives. Nine section houses, four water-tanks, the earthwork necessary for raising the grade line at certain bridge approaches (see my report of September 1st, 1870), and a certain amount of bridging & cross-ties, that my report of Sept. 1st, 1870, will accurately show.

Second. The additions which can be separated from the road, viz, two locomotive engines, one small stationary engine, two crank, seven lever & eight push cars, three second-class passenger cars, two baggage, nineteen box, and nine platform cars, & two shanty cars—referred to in my answer to cross interrogatory 9th—a portion of which, viz, wheels, axles, springs, etc., were on the road in 1866; the wooden structures were furnished by N. Lou. & Texas R. R. Co. I am at a loss how to classify such property.

Machine-shop tools as follows, viz, one planer, one lathe, one drill-press, about thirty feet of shafting with pulleys, & a set of blacksmith tools.

308 Road tools as follows, viz, one hand pile-driving machine, three pile-hammers, six shovels (serviceable), ninety-one spades (good), thirty spades (defective), twenty-two pickaxes (good condition), twenty-one claw-bars (good), six push-cars, fifteen spike-mauls (in good condition), one spike-maul (in bad condition), twenty-three axes (good), one axe (bad), twelve foot-adzes (in good condition), five scythes (good), nine bush-hooks (good), twelve track-gauges, five grindstones (serviceable), one grindstone fixture, four cisterns (good), three hand-axes (good), six handsaws (good), one handsaw (bad condition), six 1½ in. augurs (good), seven crosscut-saws, ten spirit-levels (pocket size), nine tamping tools, five boats (fair condition), two track jack-screws (good),
309 five spike poles (good), two cross-tie tongs (good), two monkey-wrenches (defective), two well-buckets, two and one-half kegs spikes, nine bar-hooks & chisels (to repair bridges under water) four jack-screws (good), one iron straightener (good).

The present cash value for all the items specified can, in my opinion, be arrived at only by establishing the present market-value of new articles of same kind & by deducting deteriorations from age and wear.

To arrive at results so as to accurately answer in figures many of the foregoing interrogatories would require the labor of weeks, and a minute examination of the railroad & all its appurtenances. I have not been able to make such an investigation, and in connection with my present duties cannot do so. A committee of experts will be necessary to arrive at the exact figures required to answer these cross-interrogatories fully.

JOHN W. GREEN.

Sworn to and subscribed before me, on this 8th day of June, A. D. 1875.

[L. S.] FRANCIS A. HULL,
Special Commissioner.

310 EXHIBIT A.

(Copy.)

Engineer's report.

VICKSBURG, MISS., *Aug.* 8, 1865.

HON. JOHN RAY,
Vice-President V., S. & T. R. R.:

SIR: The subjoined report shows the condition of your road between the Mississippi and Ouachita Rivers, a distance of seventy-five miles.

The road-bed has sustained no material injury, except on the 2nd, 3rd, 5th, and 8th miles. At these points sections of the embankment have been washed away. About fourteen thousand cubic yards of earth will repair the damage. Similar defects occur on other portions of the line, but not sufficiently serious to prevent the adjustment of the track. I would recommend the use of crib-work at the points first indicated as the speediest and most economical plan of getting the road in running order, after which the earthwork could be substituted.

The cross-ties are very much decayed; two-thirds of them should be replaced by new ones. Six and a quarter miles of track have
311 been displaced by the overflow, about a half-mile torn up, cross-ties burnt, and rails bent. All of the rails can again be used. About one mile of iron near De Soto has been taken off, supposed by Federal authorities, and is now in use on the Mississippi Southern R. R. Five hundred and fifteen (515) lineal feet of Howe's truss-bridging, and ten thousand nine hundred & eighteen (10,918) feet of trestle-work, averaging about ten feet in height, have been burnt. The rails in this instance were but slightly injured. The foundations remain intact. The remaining trestling throughout the line requires more or less repair. The freight-houses at Monroe, Dallas, Tallulah, and De Soto have been burnt. The engine-house and the company's office at Monroe has also been destroyed. About forty-five cars have been burnt. The present rolling-stock of the road consists of five locomotives, one passenger, six box, and fourteen platform cars. *The* of the engines are badly damaged; the other three can be made serviceable at a comparatively small cost. The cars can easily be repaired. The defects of the road may be briefly summed up as follows:

Repair of road-bed	$10,000 00
Clearing right of way	5,600 00
130,000 cross-ties	65,000 00
Placing same in position, equivalent to laying 49 miles of track	29,400 00

312	350 kegs of spikes	2,500 00
	Rebuilding Tensas bridge, and Macon and Boeuff River draw-bridges	30,000 00
	Rebuilding 10,918 lineal feet trestling	65,500 00
	Repairing 3,700 " " "	11,000 00
	Freight-houses, engine-houses, and office	15,000 00
	Three water-tanks	1,200 00
	Rebuilding 14 box and 31 platform cars	20,800 00
	Repairing 5 engines	9,000 00
	" 1 passenger and 20 freight cars	1,000 00
	Total	266,000 00

The above statement is the estimated cost of restoring the road to the condition it was in prior to the war.

The following estimate is presented as comprising such wants as are essential for placing the line in operation, equipment to be perfected afterwards:

	Repair of road-bed	5,000 00
	100,000 cross-ties	50,000 00
	Placing same in position, equivalent to laying 38 miles of track	22,800 00
	200 kegs of spikes	1,500 00
	Rebuilding Tensas bridge, and Macon and Boeuff Rivers draw-bridges	30,000 00
	Rebuilding 10,918 lineal feet of trestling	65,500 00
	Repairing 3,700 " " " "	11,000 00
	Freight-houses, &c	5,000 00
	Three water-tanks	1,200 00
	Repairing 2 engines	2,000 00
	" 1 passenger and 20 freight cars	1,000 00
	Total	195,000 00

Respectfully submitted.

J. W. GREEN,
Civil Engineer.

A true copy. Attest:
[SEAL.]

JOS. E. McGUIRE,
Sec'ty.

313 EXHIBIT B.

(Copy.)

Reconstruction eastern subdivision North Louisiana and Texas Railroad.

Expenses incurred from January 1st to June, 1869: collecting, straightening, and hauling to line of road, rails in the vicinity of De Soto & from Federal Battery. Punching 2½ miles of r. r'd iron, clearing right of way on 2nd mile (new location), moving to line of road one mile of track washed off by overflow of 1862, and building protection levee at Young's Point. Divided as follows:

Collecting rails, etc., & punching same	$1,025 70
Clearing right of way	250 00
Moving track to road	250 00
Levee at Young's Point	24 00
	$1,549 70

Goodhue & Shaurer	22,221	cu. yd's	$7,332 93
Doherty & Collins	3,258	" "	1,428 20
Towne & Reid	42,055	" "	14,620 52
James Buckner & Co	2,405	" "	1,044 15
C. T. Cannaran	4,861	" "	2,045 23
Tom Bymun	29,765	" "	15,872 50
J. W. Clark	2,664	" "	1,678 32
John B. Reid	1,741	" "	565 82
Henry Jones	388	" "	135 20
Do. Raising approaches Lake One	250	" "	126 00
	109,608		$44,848 87

BRIDGING.

Goodhue & Shaurer, 59,498 f't, B. M	2,379 92
" " foundations	118 00
Geo. C. Waddill, 31,720 f't, B. M	1,902 12
" " foundations	27 00
Philip Ensminge, 32,244 f't, B. M	1,934 64
Muir, Bry & Vollman, 462,483 f't, B. M	27,748 98
" " " driving 120 piles	810 00
" " " material, 31,104 f't, B. M	933 12
" " " foundations	684 00
J. H. Reimbold, 92,223 f't, B. M	5,345 00
" " driving 416 piles	2,564 00
" " material, 111,744 f't, B. M	3,180 93
" " foundations	72 00
Aiken & McDermott, 77,044 f't, B. M	4,622 64
" " driving 101 piles	575 00
" " material, 30,528 f't, B. M	763 30
315 Darrow & Barbour, 83,735 f't, B. M	4,261 14
" " 532 piles	3,688 00
" " material, 248,976 f't, B. M	7,469 28
J. C. Malcomb, 192,568 f't, B. M	11,554 08
" " 530 piles	2,942 00
" " material, 120,296 f't, B. M	3,619 68
" " foundations	180 50
J. S. Dixon, 15,672 f't, B. M	940 32
" " driving 96 piles	576 00
" " material, 28,704 f't, B. M	861 12
Dixon & Jones, repairing bridges in canal, bayou swamp, 10,368 f't, B. M., & 40 piles driven	782 08
Henry Jones, 24,101 f't, B. M	1,446 06
" " driving 80 piles	480 00
" " material, 24,960 f't, B. M	748 80
Williams & Chamberlain, 55,154 f't, "	3,309 24
" " driving 72 piles	360 00
" " material, 15,552	466 56
" " foundations	74 50
J. M. Adams, 7,333 f't, B. M	439 98
Forward	$97,958 99

316	Amount bro't forward		97,958 99
	First three trestles east of Delhi, 11,556 f't, B. M		557 80
	Brushy Bayou bridge at Lanes & Walnut, Bayou bridge, 30,664 f't, B. M		1,609 04
	Driving 68 piles		408 00
	Material, 13,056 f't, B. M		391 68
	Extra work, viz, company work in instances of contractors' failure, clearing obstructions from streams, removing wrecks of old bridges, coffer dams, etc		5,563 32
			106,488 83

TEMPORARY BRIDGING.

J. C. Malcomb, driving 30 piles		$120 00
" " superstructure		293 40
Henry Jones, driving 97 piles		436 50
" " superstructure		1,036 63
" " material, cypress, 60,204 f't, B. M		1,886 53
J. M. Adams, driving 431 piles		1,724 00
" " superstructure		3,941 27
Material, oak, pine, gum, &c., 198,944 f't, B. M		5,665 27
317 Company work, pile bridge, Cow Bayou swamp, piles driven 418, am't B. M. in bridge, 154,152 f't, cost, see treasurer's a/c		$5,670 31
J. M. Adams, drift-bolting caps on piles for above work, bracing the same, also bracing that erected by him. Labor furnished laying track over bridge & erecting bent at west end of main bridge		$632 72
Bracing in foregoing work, 11,353 f't, B. M., contractor's bridge, linear measure, 1,744 f't c't per f't		$3. 24. 8
Company's bridge, linear measure, 1,258 f't c't per f't		$4. 50. 7

BRIDGING.

Tensas River bridge, Fink's triangular truss, cost placed in position, 208 linear f't		$8,851 40
Bayou Macon draw-bridge, cost placed in position (150 linear f't)		$7,781 00
Crib-work		$2,156 13
Surplus timber on line of road east of Delhi, viz:		
7,569 f't B. M. sawed cypress timber, @ $30		$227 07
53,108 " " hewn " " @ $25		1,327 60
1,571 linear f't round " " @ $15		235 65
Timber gotten by Jube Smith, at Mill Haven, 410½ lin. feet, @ $25		102 62
W. R. Gordon, material for same, 410 @ 5c		20 50
		$1,913 44

318 BRIDGING.

Trestling framed	1,186,363 f't B. M.		69,033 04
Piling material	624,920 " "		18,334 47
	1,811,283 " "		87,367 51
No. of piles driven	2,055		12,402 00
Exc. for foundations	4,624 cub. y'ds		1,156 00
Extra work, etc			5,563 32
Aggregate cost permanent trestling			$106,488 83
Temporary pile bridging:			
Of cypress	60,204 f't, B. M.		$1,886 53
" oak, pine, elm, gum, etc	364,449 " "		11,968 30
	424,653 " "		$13,854 83

No. of piles driven, 976.
No. of piles driven for permanent bridging, 2,055.
Total No. of piles, 3,031.
Total am't trestling, 2,235,936 f't B. M.

Aggregate cost permanent trestling	106,488 83
" " temporary "	13,854 83
Crib-work	2,156 13
Tensas River bridge	8,851 40
Bayou Macon draw-bridge	7,781 00
Total cost of bridging	$139,132 19

Amount of bridging, linear measure:

Inverted " W " trestle	4,680 f't.
Bolster trestle	399 "
319 Permanent pile bridging	3,802 f't.
Temporary " "	3,620 "
Crib-work	969 "
Fink's triangular truss	208 "
Howe's truss	150 "
Total	13,828 "

CROSS-TIES.

29,131	cypress ties @ 90c		26,217 90
4,776	" " " 80c		3,820 80
101	" " " 75c		75 75
2,619	" " " 70½c		1,846 39
20,868	" " " 70c		14,607 60
929	" " " 65c		603 85
9,969	" " " 60c		5,981 40
2,806	" " " 50c		1,403 00
1,367	" " " 48c		656 16
1,276	" " " 40c		510 40
127	" " " 30c		38 10
73,969	cypress ties (av. price, 75.38c)		55,761 35

7,096	oak ties, @ 60c	4,257 60
8,794	" " " 55c	4,836 70
13,180	" " " 50c	6,590 00
968	" " " 45c	435 60
2,002	" " " 45c (Pickens)	900 90
8,211	" " " 40c	3,284 40
867	" " " 35c	303 45
41,118	Carried forward.	$20,608 65
320	41,118 oak ties, br't forward	$20,608 65
	1,964 @ 30c	589 20
326	@ 25c	81 50
914	@ 20c	142 80
16	@ 15c	2 40
44,138	oak ties (av'ge price per tie, 48.51 c'ts)	$21,424 55
3,807	bridge ties	2,284 20
1,613	" "	887 15
5,420	" "	3,171 35
73,969	cypress road-ties	55,761 35
44,138	oak " "	21,424 55
123,527	Total No. of ties, cost	80,357 25

CROSS-TIES.

Of the foregoing, 2,002 oak ties gotten by Friend & Pickens for western subdivision were used between Delhi & Buck Bayou, value $900.90.

The following ties were gotten by Sup't Gordon for eastern subdivision in 1867 & 1868. The same were used in the work of construction east of Quebec:

1,461	cypress ties @ 60c	876 60
610	" " " 50c	305 00
224	" " " 40c	89 60
26	" " " 30c	7 80
2,321		$1,279 00
962	oak ties @ 50c	$481 00
1,625	" " " 40c	650 00
321	120 oak ties, at 30c	36 00
2,707	" " "	$1,167 00
2,321	cypress ties	1,279 00
5,028	total No. of ties gotten by Supt. Gordon	$2,446 00

Surplus ties on line of road:

17,380	cypress ties, @ 90c	15,642 00
3,760	" " " 80c	3,008 00
1,241	" " " 70c	868 70
459	" " " 60c	275 00
22,840		$19,793 70

5,552	oak ties, @ 60c	$3,331 20
1,387	" " " 55c	662 85
1,302	" " " 50c	651 00
583	" " " 45c	262 35
176	" " " 40c	70 40
19	" " " 35c	6 65
11	" " " 30c	3 30
9,030	" "	$4,987 75
22,840	cypress "	19,793 70
933	" bridge ties, @ 60c	559 80
32,803	total No. of ties; value	25,341 25

322 CLEARING, REPAIRING ROAD BED, AND TRACK LAYING.

79,008	ties laid per contract	$23,123 67
11,716	" " " company force	3,514 80
90,724	total No. of ties laid	$26,638 47

Clearing & repairing road-bed	$3,060 70

In the above item of clearing, the am't $250 charged to clearing on page 1st and the sum of $250 for clearing on 8th mile by Supt. Gordon, making $500, is included in the sum of $3,060.70.

ROLLING-STOCK.

	Transportation of engine Ouachita from Monroe (via mouth of Red River) to Delta.	
	Repairing engines Ouachita & Lucy during progress of work.	
	Construction of 12 box cars and 6 flat cars.	
	" of lever & push cars, one crank-car complete & gearing for another	$5,598 32
	Engine & section houses, platform-water-tanks, wood-shed, & turn-table	$4,926 60
	Wagon-r'd crossings & cattle-guards	354 29
323	Punch & pile driving machines	$4,393 78
	Spikes, chairs, frogs, &c	5,969 79
	Moving to line of r'd 2 miles of track washed off by overflow of 1862; collecting rails, chairs, & spikes on line of road & near Delta, and punching 2½ miles of r'r'd-iron; total	$2,916 40
	Maintainance of way during construction	3,453 36
	Repairing damage of overflow, 1870	180 00
	Miscellaneous expenses (see detailed report with vouchers in treasurer's hands)	*2,972 48
	Engineers' instruments	317 55

* In pencil.—PRINTER.

Of work done & material furnished by Supt. Gordon during 1867 & '68 the following am't was utilized in reconstructing eastern subdivision, viz:

Bridging	$4,343 36
Bridge material	1,688 17
Cross-ties	2,446 00
Clearing on 2d mile	250 00
" " 8th "	250 00
Transportation of engine Lucy from Delhi to Barnes	147 00
Carried for'd	$9,124 53

324

Bro't over	$9,124 53
Transportation of pile-driver from Delhi to Walnut Bayou	50 00
Construction of one box & one flat car	760 00
Section-house at Delta	300 00
Moving to line of road one mile of track washed off by overflow of 1862	250 00
	$10,484 53

Reconstruction of eastern subdivision, for work done in 1867 & '68, under the direction of Supt. Gordon (see treasurer's report)	$31,863 26
Amount utilized	10,484 53
Ch. to a/c profit & loss	21,378 73

Material prepared for western subdivision used in construction of Eastern Subdivision, 2,002 oak cross-ties (Friend & Pickens)	$900 90
Material for first three trestles east of Delhi (oak & pine), 11,556 f't B. M., @ 20c	231 12
Material for Bayou Macon bridge, 10,757 f't B. M. (cypress, hewn), @ 25c	268 92

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ENGINEER'S OFFICE,
NORTH LOUISIANA & TEXAS R. RD.,
Monroe, La., September 1st, 1870.

Hon. JOHN T. LUDELING, *President:*

SIR: The operations of this department of your road from January 1st, 1869, to date, will be concisely stated in the following report, viz:

Earth-work	44,848 87
Bridging	141,045 63
Cross-ties	80,357 25
Clearing, repairing road-bed, and track-laying	29,699 17
Chairs, spikes, frogs, etc	5,969 79
Engine & section houses, water-tanks, wood-sheds, platforms & turn-table	4,926 60
Wagon-road crossing & cattle-guards	354 29
Punch & pile driving machines	4,393 78
Rolling-stock	5,598 32

Maintainance of way during construction		3,453 36
Miscellaneous expenses (see detailed report)		3,290 03
Engineering		11,791 99
Total		335,729 08
326 Total (bro't forw'd)		$335,729 08
Deduct for rolling-stock, pile-driver, etc.	$9,992 10	
Deduct for surplus material on hand	27,254 69	
		37,246 79
Cost of reconstruction, eastern subdivision		$298,482 29
Add reconstruction W. western subdivision		$192,286 81
Total cost reconstruction east division (Monroe to Delta)		490,769 10

The road from Delta (opposite Vicksburg) to Monroe was opened for traffic on July 2nd, since which time it has been in successful operation.

The cost of the foregoing work is considerably in excess of estimates previously submitted, estimates based upon what was considered ample to make the necessary repairs, but in the execution it was discovered that a very small percentage of the old work could be utilized; the superstructure was completely wrecked, and the re-establishment of the line was characterized in this respect with the same expense attending the construction of a new road.

The insecurity of the levees protecting this portion of the road, suggested the propriety of elevating the grade line above the highest overflow, and with the view of ultimately pursuing the system throughout the valley, the grade was raised at the passage of all the principal streams, to meet future requirements. The adoption of this place involved considerable earth-work at the various bridge approaches. The contractors failed in some instances to complete their engagements, and pile-work was resorted to. I recommend the substitution of earth at the earliest period.

The superiority of the cypress over all other kinds of native timber made it, even at largely increased expense, an important desideratum in securing it for construction.

The bridging is exclusively of cypress, and seventy per cent. of the cross-ties are of the same durable material. The very light tax imposed for the next twelve years for account of renewal will attest the good results of this policy.

It is not intended in this report to enlarge upon the merits of this line. Its re-establishment l as already reflected happily on the country through which it passes, and we have only to look at the beneficial results of railroads elsewhere to base expectations of future good from this, traversing for seventy-five miles the most fertile valley in
328 the world, whose products heretofore for a great portion of the year could seek a market only through the medium of interior streams, expensive and difficult of navigation. The road now offers the advantages of easy, regular, and rapid transit. With the removal of this great embarrassment to the prosperity of a country, we may reasonably expect that at no distant day the tide of immigration attracted by similar enterprises north of us will be directed here, where no lands so well repay the labor of the agriculturist.

The local benefits that an early future will bring to this section in operation would be immediately realized upon the completion of the link between the Ouachita and Red Rivers, and would doubtless insure a business, that of itself would be a source of profit. This, however, will form but a small portion of its future revenues. Stretching across the State of Louisiana from the Mississippi River at Vicksburg to the Texas line east of Marshall, where it connects with the Pacific Road, its geographical position stands unrivaled, and would at once open the most convenient avenue for the rapidly increasing intercourse between Texas and the
329 Eastern States. Forming an important link in the Southern Pacific route with a present unbroken rail communication with the Atlantic, it has only to await the fruits of the spirit of enterprise that characterize the age to be placed in easy reach of the Pacific, and receive its share of immense traffic that the shortest and most favorable line across the continent must inevitably secure.

Respectfully submitted.

(S'g'd) J. W. GREEN,
Chief Engineer.

330 *Western subdivision.*

BRIDGING.

Henry Stahlbeck	170,268 f't, b. m.		
Friend & Pickens	92,470 " "		
S. A. Keel	78,076 " "		
D. P Eaton	16,078 " "		
S. C. Jones	7,200 " "		
J. J. Baldwin	4,116 " "		
	$403,382 " "	oak, @ $50 , ...	$20,169 10
J. J. Baldwin	18,668 " "	cypress, @ $60..	1,120 08
	422,050 " "		$21,289 18
Exc. for foundations			691 00
Total cost of trestling, per contract			$21,980 18
Bœuff River draw-bridge—Armstrong & Folger, iron-work; McGuire & Lewis, lumber; J. J. Baldwin, framing & erecting; total cost			$6,833 00
Total cost of bridging, per contract			$28,813 18

Bridging, per company work, estimated at contractors' prices, 337,474 ft., b. m.—

Say 100,000 f't, b. m., of cypress, @ 60$	$6,000 00
237,474 " " " oak, @ 50$	$11,873 70
Driving 28 piles, @ $6.....	168 00
Material, 9,912 f't, b. m., @ 30$	297 36
Forward	18,339 06
331 Bridging, per company work, bro't for'd	$18,339 06
Crib-work	125 00

Surplus bridge timber:

11,556 f't, b. m., oak, pine, etc., @ $20		$231 12
10,757 " " cypress, @ $25		268 92
		$500 04

CROSS-TIES PER CONTRACT.

443 cypress ties, @ 60c		265 80
851 " " @ 50		425 50
1,294		$691 30
35,518 oak ties, at 50c		$17,759 00
22,990 " " " 40c		9,196 00
2,615 " " " 30c		784 50
80 " " " 25c		20 00
61,203		$27,759 50
1,294		691 30
62,497 total No. of ties		28,450 80
Timber for cross-ties, say		750 00
		$29,200 80

Cross-ties gotten by r'r'd company:

17,952 oak ties (not classified), @ 50c		$8,976 00
62,497 ties per contract		29,200 80
80,449 total No. of r'd ties, val.		$38,176 80
3,630 bridge ties (pine & cypress), @ 55c		$1,996 50
84,079		$40,173 30

332 Surplus ties on line of road:
12,306 of all classes.
2,500 ties gotten by Friend & Pickens, taken to Bayou Macon.

11,806 used in perfecting track west of Delhi, since Dec., '68. Value of same at 50c., $5,903.00. Of the 2,500 ties carried to Bayou Macon, 2,002 were used in construction of eastern subdivision.

TRACK-LAYING.

Ties laid per contract:

9,476 ties		$1,964 40
Ties laid by R. R. Co.:		
62,297 " @ 22.75 (contractor's price)		14,172 56
71,773 total No. of ties laid Dec., '68		$16,136 96

MISCELLANEOUS EXPENSES.

Engine-house, Monroe	1,500 00
Carpenter shop, "	1,000 00
Blacksmith " "	300 00
Turn-table "	100 00

Bakery, Mill Haven		200 00
Crea Lake tank		200 00
X Wagon-road crossings		50 81
X Platforms		9 00
X Pile-drivers, etc		210 55
X Siding at Rayville		103 00
X Fuel		381 16
For'd		4,054 52
333 Miscellaneous expense br't forw'd		$4,054 52
Freight house, Monroe		745 48
		$4,800 00

Cost of foregoing items marked thus: X, is given in accurate figures, approximate estimate for the balance.

Western subdivision.

RECAPITULATION.

Work estimated at contract prices.

Bridging	$47,277 24
Surplus bridge material	500 04
Cross-ties	40,173 30
Track	16,136 96
Engine-house, carpenter shop, depot building, platforms, turn-table, water-tank, &c.	4,800 00
	$108,887 54
Engineering	6,377 50
	$115,265 04
Conductors' a/c western subdivision. (See treasurer's report)	$185,909 31
Add for engineering	6,377 50
Cost of construction west'n subdivision	$192,286 81

334 *Eastern & western subdivisions compared.*

Eastern subdivision.		Western subdivision.
109,608 cu. y'ds earthwork	$44,848 87	
Permanent trestling	.....	None.
1,811,283 f't, b. m	$87,367 51	769,436 f't, b. m.
No. of piles driven, 2,055	12,402 00	28 piles driven.
Exc. for foundation, 4,624 cu. y'ds	1,156 00	2,764 cu. y'ds.
Extra work, removing wreck of old bridges, cofferdams, &c	5,563 32	
Aggregate cost permanent trestling	$106,488 83	
Temporary trestling	.....	None.
976 piles & 424,653 f't, b. m	13,854 83	
Aggregate cost trestling	$120,343 66	
Crib-work, 969 lin. feet	2,156 13	48 lin. feet.
Howe's truss, 150 " "	7,781 00	150 " "
Fink's triangular truss, 208 lin. f't	8,851 40	
Aggregate cost bridging	$139,132 19	
	80,357 25	84,079
	26,638 47	71,773
	3,060 70	
	$29,699 70	
Engines & section-houses, platforms, water-tanks, turn-tables, etc	4,926 60	
Wagon-road crossings & cattle-guards	354 29	
Punch & pile-driving machine	4,393 78	
Spikes, chairs, frogs, &c	5,969 79	
Maintainance of way during construction	3,453 36	
Miscellaneous expenses	3,290 03	
Collecting rails and punching same	2,916 40	
	$25,304 25	

335 *Western subdivision.*

Bridging per contract, 422,050 f't b. m	21,289 18
Foundations	691 00
Crib-work	125 00
Boeuff River draw-bridge	6,833 00
Bridging per R. R. Co., 347,384 f't, b. m	.....
Driving 28 piles	.....
Cross-ties, per contract, 62,497	29,200 80
" " " 3,630 (br. ties)	1,996 50
" " R. R. Co., 17,952	.....
TRACK-LAYING.	
Ties laid per contract, 9,476	1,964 40
" " " R. R. Co., 62,297	.....
	62,099 88

Miscellaneous expenses (see detailed report), $4,800.00.
Construction &c, exclusive of engineering $185,909 31

336 *Western subdivision.*

Total value of work per contract	$62,099 88
Miscellaneous expense	4,800 00
	66,899 88
Construction a/c	185,909 31
Bal. to be accounted for by co. work	119,009 43
Divided as follows:	
347,384 ft., b. m., trestling @ $150.00	52,107 60
Driving 28 piles @ $20.00	560 00
17,952 cross-ties furnished @ 1.00	17,952 00
62,297 ties laid @ 77.6 per tie	48,389 83
	119,009 43

A true copy. Attest:
[SEAL] JOS. F. McGUIRE,
Sec'ty.

337 EXHIBIT C.

Report of operations of North Louisiana & Texas Railroad for fiscal year ending August 31st, 1871.

338 (Copy.)

OFFICE NORTH LA. & TEXAS R. R'D.,
Monroe, La., August 31st, 1871.

Hon. JOHN RAY, *President:*

SIR: The following report shows the result of operations for the fiscal year ending this day.

The receipts and expenditures have been as follows:

RECEIPTS.

From passengers	67,913 10
" freight	62,419 13
" mails	6,436 00
" express	306 30
" miscellaneous	322 15
Total	$137,396 68

EXPENDITURES.

Conducting transportation	36,652 05
Maintainance of track	41,684 06
" " bridges	9,791 88
" " cars	3,675 28
" " motive power	7,269 40
Loss & damage	539 58
Salaries & office expenses	6,749 35
Stock killed	312 50
Miscellaneous	1,035 15
Expenses chargeable to overflow	3,000 00
	$110,709 25

339 Amount bro't over $110,709 25

Expenses of previous year in expense a/c of this year 29,481 32

$140,190 57

The foregoing exhibit is not as satisfactory as was anticipated. The earnings would probably have been increased twelve or fifteen thousand dollars had the road been properly provided with water power. This item of equipment last year consisted of three locomotives, all more or less defective. In the midst of the busiest season they failed to perform the required work. With no machine-shop facilities to make rapid and necessary repairs, much valuable time was lost in getting the disabled engine in working order.

I am happy to state that in this respect the road's equipment is much improved. Two new locomotives, manufactured by the Rogers Locomotive Works of Patterson, New Jersey, have been purchased. The engines have been thoroughly tested, & have given perfect satisfaction.

A limited supply of machine-shop tools has also been purchased, enabling us to achieve much more satisfactory results in this work of repairs than heretofore. One of the old engines has been placed
340 in good order, another is now undergoing thorough repairs. An expenditure of six or eight hundred dollars for material will be necessary to complete the repairs of the third engine.

Our through trains were suspended from the 17th of March until the 2nd day of May, on account of the overflow of the Mississippi River, resulting in the submergence of about twenty-three miles of track. While the interruption to the business was, of course, highly disastrous, the company was fortunate in escaping the experience of former years, when an overflow of the character of that of the past season was invariably productive of great damage to the bridging.

All of the bridges across the principal streams on that portion of the line chiefly affected by the overflow having, in the reconstruction of the road, been raised above the highest water-line, the risk of displacement by the annual floods is materially lessened, and the results of the late overflow fully attest the wisdom of the policy pursued.

About twenty-five hundred dollars was expended in advance of the overflow in securing the track & smaller bridges likely to be submerged. The fact that the trains resumed their trips over the road, within three days after the rails were exposed, illustrates the value of this prudential expenditure.

341 A portion of the track between Monroe & Bayou Maçon is very defective, and it becomes my duty to again urge that immediate provision be made for 30,000 cross-ties. I do not think the road can be operated with safety during the ensuing winter unless prompt action is taken to meet this demand.

The cross-ties in the track on that portion of the line east of Bayou Maçon are (with the exception of about three miles near Delta) generally in good condition.

For a considerable portion of the distance through the alluvial district the track-surface is imperfect, & consequently involves a rough road, but, as the superstructure is sound, it may be regarded as safe. Until that section of the road is ballasted it is impossible to keep the track in good surface & alignment without incurring large expenditure for account of maintainance of way.

The temporary pile-bridging across Cow Bayou Swamp has been in use longer than was anticipated when constructed, and is now giving unmistakable signs of early decay.

Earth-work should be substituted without delay, but if it be impossible to provide for this, it will soon become necessary to make
342 repairs almost equivalent to a renewal of the bridge. Bridge repairs on that portion of the line between Monroe & Delhi have

been very heavy during the year. It will require at least six months yet of diligent work, with the present repair force, to place the bridges in safe condition. Other essential wants in matters of equipment, viz, depot buildings, cotton platforms, etc., minutely enumerated in my communication to you bearing date of July 17th, 1871, remain unprovided.

The contract entered into with the Memphis & S't Louis Packet Company for the transportation of freights at reduced rates between S't Louis and Monroe resulted most favorable. The facilities offered inaugurated a trade more remunerative than that coming to us from any other quarter.

I have opened correspondence with parties in Louisville and Cincinnati, with the view of effecting similar arrangements with those cities as soon as the Ohio River becomes navigable.

Earnest and repeated efforts have been made to arrange with the V'burg & N. O. packets for the cheaper transportation of cotton from Delta to New Orleans, and a like reduction on back freights, the r'r'd offering to make generous concessions on local rates if packets
343 would do the same; but until very recently no satisfactory arrangements could be made. A through tariff was at last agreed upon, and its early inauguration will, I hope, reflect happily on the New Orleans traffic.

Your attention is called to the threatened embarrassments in reference to the wharf-boat at Delta.

First. The proprietors, N. L. Hurdy & Co., claim that their term of service has expired, and are evidently disinclined to continue operations upon the conditions of last year.

Secondly. The charges demanded of the packets by the wharf-boat for the privilege of landing to discharge their freight has given umbrage to the Memphis & S't Louis Packet Co., and the president of that corporation has informed me he will not submit to it.

Thirdly. The tax imposed by the wharf-boat upon certain class of freights landed there by the V'burg & Delta ferry-boat is so onerous that the traffic between Vicksburg and this section of the country is ruinously hampered.

In view of the early meeting of the board, I thought it advisable to make no direct issue with the wharf-boat proprietors, but to submit the matter to you, that it may be fully & distinctly settled.

344 The recent establishment of a wharf-boat at the western terminus of your road, and the very satisfactory arrangements made with its proprietors, S. W. Odell, for the transfer of freights across the Ouachita River, will I believe be fruitful of good results. It removes to some extent the great barrier the passage of the river presents to our western business.

During the year through-ticket arrangements have been perfected with many of the prominent r. r'd lines east of the Miss. This has been attended with some expense, but the great convenience it affords the passenger and its influence as an advertising medium commends the measure.

Looking to the emigrant business as a profitable source of revenue during the fall & winter months, desired combinations have been made with the r. r'd lines as far east as Augusta, G'a, for the transportation of emigrants, with their effects, at low rates, and endeavor to concentrate on the Vicksburg crossing of the river, &, consequently, on this road, the large Texas emigrant trains yearly crossing the Miss. at various points from Memphis to Natchez.

To enable us to compete with the river route to Shreveport, the

345 proprietor of the Monroe & Shreveport Stage Line recently reduced his rates to such figures as will, I hope, prove attractive to the emigrant unprovided with transportation of his own.

The foregoing schemes, all looking to the improvement of the business, promise success, but I seriously question, even under the most favorable circumstances, if the revenue of the road can be increased to an amount beyond what is necessary to keep it in good repair, while its western terminus remains east of the Ouachita River.

The country it penetrates is sparsely settled; the traffic for a large portion of the year is purely local, and the business, small as it is, is for many months actively competed for by steamboats navigating the various streams crossing the line of the road.

The passage of the Ouachita at once disposes of the road's most formidable rival, and the rich freights from the productive & populous district west of us, that is yearly hoarded for shipment during the season of high-water, would be daily offered at your depots. Every additional mile of western extension would materially augment the
346 business, and the connection of the line with the Texas Pacific would culminate in a traffic that I believe will verify the expectations of the road's most sanguine advocates.

To tersely state the facts: As matters now stand, I know of no r. r'd line in America, of equal length, whose revenues are so small; if extended to Shreveport, I know of none whose prospects are more brilliant.

In conclusion, I take pleasure in bearing testimony to the fidelity & zeal of the employees generally. While other roads have been subjected to ruinous embarrassments, arising from inability to meet labor claims, the men in the service of your company have exhibited a spirit of patience and forbearance that is of rare occurrence.

Respectfully submitted.

(S'g'd) J. W. GREEN,
Eng'r & Sup't.

A true copy.—Attest:

JOS. F. McGUIRE,
Sec'y.

347 EXHIBIT D.

Report of operations of North Louisiana and Texas Railroad for fiscal year ending August 31st, 1872.

348 (Copy.)

OFFICE NORTH LA. & TEXAS RAILROAD,
Monroe, La., August 31st, 1872.

Hon. JNO. T. LUDELING, *President:*

SIR: The subjoined statement shows the receipts of the road and the expenditures for the fiscal year ending this day.

RECEIPTS.

From passengers	$75,693 01
" freight	92,994 06
" mail	6,162 48
" express	651 93
Miscellaneous	403 20
	$175,904 68

EXPENSE ACCOUNT.

Expenses of preceding year paid this year		$7,533 36
Conducting transportation, viz: conductors, train-hands, engine-men, firemen, agents, & employees at stations, fuel, water, oil, tallow, waste, etc	$33,802 85	
Transfer of freights at Delta & Monroe	8,100 25	
For'd	41,903 10	
349 Amounts bro't over	$41,903 10	$7,533 36
Maintainance of track, viz: labor, tools, and 22,485 cross-ties	56,929 65	
Maintainance of bridging	9,921 26	
Maintainance of rolling-stock	7,282 65	
Salaries & office expenses	6,579 55	
Stationery, printing & miscellaneous	4,659 90	
Loss & damage	283 09	
Stock killed	22 00	
Expenses of this year, acc'ts unadjusted (approximately)	1,000 00	
		$128,581 20
Total of expense a/c		$136,114 56

The foregoing report shows a gratifying improvement upon the business of the preceding year, notwithstanding the short cotton crop that necessarily reflected on every interest. The increased revenue is mainly due to the non-interruption of trains by overflow of the Mississippi River. Since the destruction of the levees the submergence of portions of the road-way has been of yearly occurrence, excepting the season just passed.

Until the levees are repaired, or the grade line of the road raised, we cannot reasonably expect similar immunity, and in any estimate
350 of future operations an uninterrupted traffic of from four to six weeks must be considered.

The expense of maintainance of way has been heavy, and until the decaying cross ties that are yet in the track are removed and the bridge repairs perfected this item of expense will continue burthensome.

The temporary pile-bridge across Cow Bayou Swamp is deteriorating rapidly; it will require vigorous work & the expenditure of a considerable amount of money to place it in a perfectly safe condition. Earthwork should be substituted, but with the claims waiting adjustment I do not see how the cost of the embankment can be provided for out of the earnings of the road.

A limited amount of ballasting has been done in the vicinity of Bayou Maçon. Altho' it is expensive work if undertaken without the proper appliances, the necessity in this case was so great, I think the labor well bestowed.

Our motive power is in good condition. The supply of cars was insufficient to conduct the business last winter with proper economy, and like embarrassment may be expected the ensuing season.

The difficulty, however, has been partially obviated by a change
351 in the "truck hangers," which permits of two (2) additional tons

in the load of each car. All of the box cars have been modified as described; the flat cars are now undergoing the same change.

Of the sum of $33,802.55 under the head of "conducting transportation" $6,727.36 are chargeable to the Delta agency. Of the foregoing amount $3,251.24 represent the aggregate salaries of agents and clerks.

This expenditure may appear to the casual observer an extravagance, but when the statement is made that 16,588 bales of cotton—representing a monied value of approximately one and a half million of dollars—passed through the hands of this agency without involving the company in loss to the amount of one cent, the policy of awarding liberal compensation to honest & competent men is thoroughly vindicated.

The tabular statement furnished by the gen'l freight & ticket agent gives interesting & instructive information in regard to the details of the freight & passenger business. Our S't Louis through-freight business shows an increase of about 300 per cent., & the through passenger traffic an improvement upon that of last year of about 55 per cent. The local passenger business was enhanced about 10 per cent. This
352 comparatively small increase of local travel is justly attributable to the prevalence of yellow fever in Vicksburg during the months of September, October, & November.

The necessity for a depot at Tallulah became imperative, and a contract for the erection of a suitable building has been made with Messrs. Bry & Muri; the house to be ready for occupation by the 15th of October.

Suitable arrangements for storing freights at Mound Station have been perfected with M'r F. L. Maxwell, who has been appointed the co's agent at that point.

These measures look to the improvement of the local business, which cannot be too much fostered, but experience confirms the opinion expressed in my former report that, situated as the road is at present, its main support must be drawn from comparatively distant points. In furtherance of this view no efforts were spared in perfecting arrange-Cents with r. r'd & steamboat lines in securing favorable rates to your western terminus and points on the Ouachita River above and below Monroe; but it was not until the close of the shipping season that the arrangement was concluded for Ouachita River shipments. Fully 3,000 tons of freight was forwarded last year from S't Louis to points
353 on the Ouachita that might have been intercepted at Delta, if means of reshipping at Monroe could have been provided, but the Ouachita steamboatmen were impracticable, & the business lost to us & to them.

A contract has been made with the Merchants' Wharf-Boat & Transfer Co. of Trenton that secures the convenience of an admirable wharf-boat at the terminus of track & the inauguration of a transfer line to Trenton that promises a considerable addition to our business.

A favorable contract with the New Orleans & Vicksburg Packet Line has been made for the ensuing season for the transportation of cotton from Delta to New Orleans & and for bringing to us freight in return.

While these measures have been adopted for the improvement of the freight business, the importance of improving the passenger traffic has been fully *appointed*.

Tickets over the road are now on sale at the ticket offices of the principal railway lines of the country. A general ticket office under the auspices of the co. has recently been established in Shreveport, & dur-
ing the fall months an important percentage of through passen-
354 gers should be obtained from that point.

To provide for the increase of travel we may naturally expect

this winter, another passenger car was built at the cost of $2,350.00. Another baggage car is in process of construction, for account of which about $500.00 has been expended.

The car equipment is as follows, viz: 4 passenger cars, one baggage, 17 box, & 17 flat cars. Five of the latter are in bad order, and only used for construction purposes; they will be rebuilt as soon as circumstances permit.

There has been expended during the year for construction account $4,727.91, the principal items being the Delta platforms, two house-cars for bridge force, section house at Holly Ridge, and cattle pens at Girard, Rayville, Delhi, and Malcomb's Siding.

No accident of consequence occurred during the year; and, tho' running mixed trains the greater portion of the time, the conformity to time-tables will compare favorably to passenger trains of the trunk lines of the country.

I am gratified to report favorably of the employees generally, but especial credit is due to M'r C. H. Tull, master machinist, for his
355 faithful and skillful work in the maintenance and improvements of motive power; and M'r J. H. Reinbold, foreman of bridge force for equal zeal and competency in his department.

Respectfully submitted,

(S'g'd) J. W. GREEN,
Eng'r & Sup't.

A true copy.—Attest:

JOS. F. McGUIRE, *Sec'ty.*

356 EXHIBIT E.

Report of operations of North Louisiana & Texas Railroad for fiscal year ending August 31st, 1873.

357 OFFICE OF NORTH L'A & TEXAS R' R'D,
Monroe, L'a, August 31st, 1873.

Hon. JOHN T. LUDELING, *President:*

SIR: The operations of your road for the fiscal year ending this day will be concisely stated in the following report:

EARNINGS.

From passengers		$87,025 18
" freight		134,529 90
" mail		6,162 48
" express		1,173 79
" miscellaneous		1,823 60
Total earnings		$230,714 95

EXPENSE ACCOUNT.

Expenses of preceding years paid this year..	$1,837 44	
Payment chargeable to construction dep't ...	18,028 82	
		$19,866 26
Conducting transportation, viz: conductors, train hands, enginemen, firemen, agents, & employees at sta., fuel, water, oil, tallow, waste, etc	$45,936 27	
Transferring freight at Delta... $10,267 20		
" " Monroe . 2,232 37		
	$12,499 57	
	$58,435 84	

358 Expense a/c bro't forward.....		$58,435 84	$19,866 26
Maintainance of track, viz,			
labor, tools, spikes, etc	$48,912 70		
25,016 cross-ties (cypress)	12,690 65		
		$61,603 35	
Maintainance of bridging		16,329 30	
" " rolling stock		7,038 71	
Salaries & office expenses		5,895 12	
Loss & damage		4,266 69	
Stock killed		2,021 82	
Maintainance of buildings		115 00	
		1,041 45	
			$156,747 28
			176,613 54
Earnings for year ending Aug. 31st, '72.....			175,904 68
Expenditures " " " " "			128,581 20
Balance			47,323 48
Earnings for year ending Aug. 31, '73.....			230,714 95
Expenditures " " " "			156,747 28
Balance			73,967 67
Increased earnings			54,810 27
" expenditures			28,166 08

359 For information in detail showing number of passengers carried, amount of freight moved, and points from which it was received, number of bales of cotton transported, and all the minutia of the year's buisness, see tabular statements, prepared by the general freight agent.

The foregoing report shows an improvement upon the business of last year fully as great as was anticipated; the expense account has also grown, attributed mainly to extraordinary bridge renewals, and repairing damages on account of overflow.

I question the prudence of calculating on a further increase of revenue, unless the line is safely protected from the flood that annually inundates a large portion of the country between Bayou Maçon and Tallulah. The stoppage of trains for one month will make a difference of at least $25,000 in receipts, while no reduction can be made in the expense account; on the contrary, it would in all probability be increased. We have been again fortunate in escaping interruption this year, tho' for six weeks twelve miles of the road was seriously affected. A portion of the time the rails were, at some points, submerged to
360 the depth of fourteen (14) inches. The daily use of the road in this condition resulted in considerable derangement of surface and alignment of tracks.

The work of repair has been expensive and is not yet completed. Until the rapidly decaying oak cross-ties are replaced with cypress ties, and the temporary pile bridges on the eastern subdivision, and the trestling generally on the western subdivision is renewed, the expense of maintainance of way will be heavy; but we may reasonably expect a reduction in cost of conducting transportation, on account of additional rolling stock and improved shipping facilities.

Rolling stock as follows :

4 locomotives in good order.
1 " " serviceable condition.
1 " " progress of repair.
4 passenger cars.
2 baggage "
23 box "
17 flat "

All in good order. Two box and three platform cars are in course of construction.

A commodious building has been erected at Tallulah Station ;
361 a similar building is very much needed at Monroe, but as its erection (if located in the proper place) would involve other expensive work, it was considered best to expend only what was necessary in erecting a shed over the cotton platform for the protection of freight. The depot and platforms at Delta proved altogether inadequate to accommodate the business at that point, but for reasons your board understands no action was taken towards perfecting the desired improvements until the encroaching river jeopardized the safety of the buildings.

The preliminary steps have been taken to remove the depot from its unsafe position and enlarge it, also to erect more commodious cotton platforms, and provide better side-track facilities. I fear the delay will result in serious embarrassment to the transportation department as the change cannot be completed before the busy season commences. The cost of the proposed work will probably be between ten and twelve thousand dollars.

I have been notified by the chief engineer of the levee co. that the erection of a new levee at Delta, across a portion of the depot
362 grounds, will be ordered at an early day. To enable the R. R. co. to perfect desirable improvements on the river front at comparatively small expense, I proposed, on the part of the co., to take the contract for the construction of the levee, and made conditional arrangements for the prosecution of the work with the levee co's engineer. I suggest that a letter be addressed to the president of the levee company in regard to the matter.

On the 9th of May a contracts was made with W. R. Gordon for elevating the grade line across the Lafourche Swamp, and ballasting the roadway within the limits referred to; the work to be completed on or before the 1st day of January next.

A careful measurement of the proposed work by M'r Tho's G. Dabney, civil engineer, shows that the graduation will amount to 99,635 cubic yards. The contractor has not commenced operations.

M'r Martin Keary failed to comply with the stipulations of his ferry contract.

Notice was served upon him declaring his contract null and void. A ferry-boat, in which I understand M'r Keary has an interest, is
363 performing the ferry service. No contract, however, was entered into with the new organization.

A contract for the transfer of freight at Delta for one year has been made with the Delta Wh'f Boat Co., upon terms similar to these heretofore existing.

Under present circumstances, it was deemed inexpedient to renew the contract for a specific period with the N. O. & Vicksburg Packet Line, for the transportation of cotton to N. O., and for return freights, but an agreement was made to continue working under the present contract, with the understanding that either party was at liberty to withdraw from the arrangement at pleasure.

It is with no little gratification that I am able to report entire freedom from serious accidents during the year, and it is with equal pleasure that I can speak in comme'ding terms of employees holding positions of trust.

Respectfully submitted.

(S'g'd) J. W. GREEN.
Eng'r & Sup't.

A true copy.—Attest.

JOS. F. McGUIRE, *Sec'ty.*

364 EXHIBIT F.

MONROE, L'A, *June 7th*, 1875.

Statement showing the operations of the North Louisiana & Texas R. R'd from Sept. 1st to November 30th, 1873, inclusive.

EARNINGS.

From passenger		$16,684 48
" freight		40,450 29
" mail		1,540 62
" express		270 51
Miscellaneous		133 50
Total earnings		59,079 40

EXPENSE a/c.

Expenses of previous year paid this year	994 97	
Payments chargeable to construction depot	11,287 12	
	12,282 09	
Conducting transportation	15,466 16	
Maintainance of track	17,725 09	
" " bridges	7,396 24	
" " rolling-stock	2,628 97	
Salaries & office expenses	650 92	
Loss & damage & miscellaneous	388 28	
		$56,537 75
Balance		2,541 65

(S'gn'd) J. W. GREEN,
Former Engineer and Sup't N. L'a & Texas R. Rd.

365 United States circuit court, fifth judicial circuit, for the dist. of Louisiana.

H. R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et als. } No. 5033.

Be it known that in pursuance to and by virtue of a commission, bearing date the 22d day of May, A. D. 1875, issued from the said court and to me directed, which commission, together with the interrogatories in chief and the cross-interrogatories, is hereto annexed and made part of this return in the above entitled suit, now pending in said court, I, Francis A. Hall, a citizen of the city of Monroe, parish of Ouachita, and State of Louisiana, a special commissioner appointed by the said court, to take the testimony of John W. Green, at present a resident of the said parish of Ouachita and State of Louisiana (said testimony to

be used in the above-entitled suit), caused the said John W. Green, the witness named in said commission and called on the part of the defendants in the above-entitled suit, to appear before me, commissioner, as aforesaid, who, being by me first duly sworn upon the Holy Evangelists true answers to make to such interrogatories and cross-interrogatories as may be propounded by me to him touching the matters and things in the above-entitled suit, did, on this 8th day of June, A. D.
366 1875, at the city of Monroe, in the said parish of Ouachita, and State of Louisiana, between the hours of four and seven o'clock p. m., make to the interrogatories in chief, numbered from one (1) to twenty-four (24) inclusive, and to the cross-interrogatories numbered from one (1) to fourteen (14)inclusive, seriatim and in the order named, the answers hereto annexed and duly signed and certified by me, special commissioner, as aforesaid, under my private seal.

In testimony whereof I hereunto sign by name officially and affix my private seal on this, the 8th day of June, A. D. 1875, at the city of Monroe, in said parish of Ouachita, and State of Louisiana.

[L. S.] FRANCIS A. HALL,
Special Commissioner.

367 U. S. circuit court.

HENRY R. JACKSON, MOSES D. WADLEY, & AL., }
vs. }
THE VICKSBURG, SHREVEPORT AND TEXAS Railroad Company, JOHN T. LUDELING, et al. }

Interrogatories to be propounded to J. H. Reinbolt, resident of the parish of Ouachita, in the State of Louisiana, the answers to which are to be read in evidence in the above-entitled case on the part of def'd'ts in the circuit court of the United States at New Orleans, La.

Interrogatory 1st. What is your business or occupation? How long have you been engaged in said occupation, and where?

Interrogatory 2d. Where are you now occupied, or doing business? How long have you been engaged where you are now?

Interrogatory 3rd. Are you or are you not acquainted with the condition of the Vicksburg, Shreveport and Texas Railroad? How long have you been acquainted with the condition of said railroad? In what capacity have you been engaged on said railroad?

Interrogatory 4th. Was or was not the condition of said railroad worse after the overflow of July and August, 1875, than it was before? Was the road-bed injured more by said overflow than by previous over-
368 flows or not? If aye, state the reason, if you know any.

Interrogatory 5th. Was or was not the road-bed and the locomotives greatly injured by running the trains over the overflowed tract during said overflow? If aye, state why.

Interrogatory 6th. What was the condition of said railroad in January, February, and March, 1875?

Interrogatory 7th. What was the condition of the road in 1866?

Interrogatory 8th. What was its condition when you first became acquainted with it after the war? When was that?

(Signed) JOHN RAY,
Atty.

Cross-interrogatories:

1st. Where were you born?

2nd. When did you come to reside in Ouachita Parish?

3rd. When did you enter into the employment of the Vicksburg, Shreveport and Texas Railroad Company? Or the North Louisiana an!

Texas Railroad Company? In what capacity were you employed and for what length of time?

4th. With whom are you now employed and what is your business?

5th. What is the present condition of the road? Is it in a better condition than in May last? Is it in a better condition than it was in January, 1866?

369 6th. Has there been any iron rails put there since 1866, other than those previously there? How many of new rails do you find there?

7th. What damage has been done to the road since it came into the hands of the receiver, and state all the damage done, and what portion of the superstructure did the damage affect?

8th. State whether any bridges or any trestle-work has been damaged, and wherefore and for what cause?

9th. State whether there has been damage to the road-bed, and why?

(Signed) J. A. CAMPBELL.
For Pl'ffs.

CLERK'S OFFICE.

A true copy of the original on file.
New Orleans, November 19th, 1875.

F. B. VINOT,
Dy Clerk.

370 Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

To Francis A. Hall, residing at Monroe, parish of Ouachita:

Know ye, that reposing special trust and confidence in your integrity and ability, we hereby authorize and require you that you call and cause to come before you J. H. Reinbolt, resident of the parish of Ouachita, Louisiana, and him duly examine on the annexed interrogatories, on oath, touching and concerning certain matters and things now depending in said court, wherein Henry R. Jackson et al. are plaintiffs and the Vicksburg, Shreveport and Texas Railroad Company et al. are defendants; and the same examinations, so taken and reduced to writing, you certify under your hand and seal, and send enclosed to this court without delay, to be read in evidence on the trial of said cause; and send also this writ.

Witness the honorable Morrison R. Waite, Chief Justice of the Supreme Court of the United States, at the city of New Orleans, this 19th day of November, anno Domini 1875, and the 100th year of the Independence of the United States of America.

[SEAL.] F. A. WOOLFLEY, *Clerk*,
By F. B. VINOT, *Dy Clerk.*

371 Circuit court of the United States for the fifth judicial circuit, holding sessions in and for the district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
THE VICKSBURG, SHREVEPORT AND TEXAS Railroad Company et al. } No. 5033.

Be it known, that by virtue of, and in pursuance to, the commission to take the testimony of Joseph H. Reinbold, now in employ of J. W. Green, receiver of the Vicksburg, Shreveport and Texas Railroad, hereto

annexed, together with the interrogatories-in-chief and cross-interrogatories thereto attached, I proceeded to Delhi, in the parish of Richland and State of Louisiana, when I found the said Joseph H. Reinbold, the witness named in the commission, and caused the said Joseph H. Reinbold to appear before me, Francis A. Hall, special commissioner under the appointment of the said court, on this 25th day of November, A. D. 1875, at the town of Delhi, in the said parish of Richland and State of Louisiana, and the said Joseph H. Reinbold, being by me first duly sworn upon the Holy Evangelists to state the truth, the whole truth, and nothing but the truth in answer to the said interrogatories-in-chief and cross-interrogatories, deposed and answered to the said interrog-
372 'tories-in-chief and cross-interrogatories as follows, to wit:

To the first interrogatory-in-chief he answers: I was bridge contractor from April 1st, 1869, to July 1st, 1870. From July 1st, 1870, to September 15th, 1872, I was bridge master, and from September 15th, 1870, to this date I have been bridge and road master and general supervisor of the Vicksburg, Shreveport and Texas Railroad. I have been engaged in these capacities severally from April 1st, 1869, to this date.

To the second interrogatory-in-chief he answers: I am now occupied and doing business as bridge and road master on the Vicksburg, Shreveport and Texas Railroad. I have been engaged in the said capacity of bridge and road master continuously from the 15th September, 1872, to the present time.

To the third interrogatory-in-chief he answers: I am as well acquainted with the material condition of the track, road bed, and bridges of the Vicksburg, Shreveport and Texas Railroad as any living man. I was acquainted with its condition from Delhi to Delta from April 1st, 1869, to July 1st, 1870, and from July 1st, 1870, to the present time. I have been acquainted with its condition from Monroe to Delta. I have
373 been engaged in the capacities as stated above in my answer to the first interrogatory.

To the fourth interrogatory in-chief he answers: After the overflow of July and August, 1875, the condition of the road was worse than it was before. There was an overflow of the section of country between the Mississippi River and Monroe in places a little over a month, in April and May, 1875. This overflow occasioned only the usual damages of ordinary overflows. The overflow of July and August, 1875, was more disastrous to the road than the one of April and May, 1875, and there was not sufficient time intervening between the subsidence of the April and May overflow and the July and August overflow succeeding to permit of the damage done to the road-bed being fully repaired before the later one was precipitated upon it. The road-bed was more injured by the July and August overflow than by previous ones. This overflow was longer continued than usual and the solidity of the road-bed was more affected by it by reason of the length of time the road-bed was under the water. The water not being high enough (although over the track
374 in many places) to cease running the cars, the trains continued to run through from Monroe to Delta during the July and August (1875) overflow, which affected the track very seriously. I made to the office of the Vicksburg, Shreveport and Texas Railroad, in Monroe, my monthly reports from April to September, and I desire that certified copies of my reports for the said period shall be annexed to, and made part of, my answer to this interrogatory, which reports are marked respectively A, B, C, D, E, and F. The parts of the road-bed not overflowed were in a better condition than they otherwise would have been,

for the reason that there were an extra general train and more force to work on them.

To the fifth interrogatory-in-chief, he answers: I have answered this interrogatory as fully as I am able as to the damage of the road-bed by running trains over the track during its submergence, but as to the damage to the locomotives I am unable to answer, and must respectfully refer the court to the master mechanic for information upon this last matter. This explanation and answer will be found in my answer to the fourth interrogatory and the annexed reports. The road being bound to carry the mails, the receiver, during the overflow of
375 July and August, 1875, did not suspend the trains on account of this mail-service, daily hoping for the fall of the water on the track, and previously having found no insuperable obstacle to running them.

To the sixth interrogatory-in-chief he answers: The condition of the road in January, February, and March (1875) was not satisfactory, caused by the rainy season, but as a necessary consequence of continual improving it was as a whole in better condition than at any time before during the corresponding months. This is especially true as far as cross-ties and bridge-work are concerned.

To the seventh interrogatory-in-chief he answers: I am unable to say what was the condition of this road in 1866, because my first acquaintance with the road was in April, 1869.

To the eighth interrogatory-in-chief he answers: When I first became connected with the road in April, 1869, as a contractor, I was engaged on the eastern portion next west from Delta, and have no personal knowledge of the condition of the track for more than the first six miles from Delta, west. During the first six months of my employment on the road as a contractor, I became well acquainted with its con-
376 dition as far west as Waverley, a distance of thirty miles from Delta. For the first six miles from Delta there were no track, no bridge-work, and no ties. The rails were scattered and partly bent, and without being straightened and reworked would have been worthless, except as old iron. For the balance of the distance from Delta to Waverly the ties were worthless, except about two hundred which were cedar and in sound condition; all the bridge-work either burned down or decayed, except the one over Brushy Bayou and two over Walnut Bayou, which three required only partial repairing; for at least a half mile near Tensas River the rails were somewhat scattered and very badly bent; at the place last mentioned, between ten twelve cars were burned, judging from the trucks and irons on the track. I went no further west until the road was repaired and the trains ran through. When I first made a trip to Monroe, in 1870, the ties between Delhi and Monroe were nearly all oak, and they have all been replaced since that time.

To the first cross-interrogatory he answers: In Alsace in France.

To the second cross-interrogatory he answers: I have never
377 resided in Ouachita Parish, but I have had my post-office at Delhi, and, as occasion required, I was to be found almost anywhere upon the road where the repairs under my control were needed.

To the third cross interrogatory he answers: I entered the service of the North Louisiana and Texas Railroad Company on the 1st April, 1869, in the capacity, first as bridge contractor, and, second, as bridge master, and thirdly, bridge and road master, and so continued in the said company's employ till the road came into the possession and control of J. W. Green, as receiver, under the order of the court, and since the receiver has controlled the road I have continued connected with the

road in the last above named capacity of bridge and road masters, which position I hold at the present time under the style and title of the Vicksburg, Shreveport and Texas Railroad Company.

To the fourth cross-interrogatory he answers: I am now employed with J. W. Green, receiver of the Vicksburg, Shreveport and Texas Railroad, and my business is that of bridge and road master of said road.

To the fifth cross-interrogatory he answers: The road at the present time is in a pretty fair condition. The road, as is always the case
378 every year, is in a better condition now than in May last. I was not acquainted with the condition of the road in 1866, and I am for that reason unable to make any comparison between its condition in that year and its condition at the present time.

To the sixth cross interrogatory he answers: There has been, within my knowledge, no new rails put on the road since the year 1869, and the same iron rails are now on the road which were on it prior to April 1st, 1869, the date of my first business connection with the road. Anterior to that date I am unable to make any statement of my own knowledge, because I was not in the country after the surrender of Vicksburg, until my engagement with the road in 1869, and have no knowledge of its condition.

To the seventh cross-interrogatory he answers: I have answered this cross-interrogatory in my answer to the fourth interrogatory-in-chief and the monthly reports for the months of May, June, July, August, and September, 1875, thereto annexed and made part thereof, and I make my answer to said interrogatory-in-chief also my answer to this.
379 To the eighth cross-interrogatory he answers: There has been no damage to the bridges and trestle work on the road since it has been under the control of the receiver of the same, but it has required a great deal of work to protect them from damage.

To the ninth cross-interrogatory he answers: There has been damage done to the road-bed in all those places where the track had been raised, and the dirt had not had time to settle before the April and May and also the July and August (1875) overflows submerged the said road-bed.

J. H. REINBOLD,
Bridge & Road Master, V., S. & T. R. R.

Sworn to and subscribed before me on this 25th day of November, A. D. 1875.

[SEAL.] FRANCIS A. HALL,
Special Commissioner.

380 STATE OF LOUISIANA,
Parish of Richland:

I, Francis A. Hall, of the parish of Ouachita and State of Louisiana, appointed special commissioner to take the testimony of Joseph H. Reinbold, in the suit No. 5033, now pending in the United States circuit court, entitled Henry R. Jackson et al. vs. The Vicksburg, Shreveport & Texas Railroad Co. et al., do hereby certify that I took said testimony in the town of Delhi, in the parish of Richland, State of Louisiana, in answer to the interrogatories and cross-interrogatories propounded to him, in his own language, in manner and form as required by said commission on *the* this 25th day of November, A. D. 1875. In testimony whereof I hereunto sign my name and affix my private seal on this day and date above written.

[SEAL.] FRANCIS A. HALL,
Special Commissioner.

381 *Expenses incurred on account of overflow Vicksburg, Shreveport and Texas Railroad, April 13th, 1875, to September 30th, 1875.*

A.—April 13–30, 1875.

Preparing road	$1,079 78	
Protecting "	179 94	
Repairing damage	10 74	
Total for April		1,270 46

B.—May 1–31, 1875.

Protecting road	36 38	
Repairing damage	1,455 89	
Total for May		1,492 27

C.—June 1–30, 1875.

Repairing damage	274 99	
Total for June		274 99

D.—July 1–31, 1875.

Repairing damage	298 42	
Total for July		298 42

E.—August 1–31, 1875.

Preparing road	359 98	
Protecting "	110 22	
Repairing damage	132 49	
Total for August		602 69

F.—September 1–30, 1875.

Preparing road	68 12	
Protecting "	159 35	
Repairing damage	1,954 51	
Total for Sept		2,182 98
Total April 13, '75, to Sept. 30, '75, inclusive		6,121 81

382 U. S. circuit court, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT, AND TEXAS RAILROAD COMPANY ET AL. } No. 5033.

Account B produced by defendants and filed May 11th, 1875.
(Signed) F. A. WOOLFLEY,
Special Master.

Referred to and submitted with report as to account of defendants.
(Signed) F. A. WOOLFLEY,
Special Master.

Filed January 17th, 1876.
(Signed) F. B. VINOT,
Dy Clerk.

United States circuit court.

H. R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS R. R. CO. ET AL. } No. 5033.

Produced by defendants, and filed May 11th, 1875.
(Signed)

F. A. WOOLFLEY,
Special Master.

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, February 3d, 1866, and by the North Louisiana & Texas Railroad Company, in reconstruction, maintenance, and conducting transportation.

Date.	No. V.	Construction.	Time.	Interest.	Principal.	
1866.						
April 30	1	Paid Thos. Fullum, for collecting irons, spikes, &c., Feby. 10	9 89	5 53	7 50	
Feby. 17	2	" Abay & Co., for provisions, " 17	9 73	.....	1,478 45	
" "	3	" " " " " "	9 73	.....	224 91	
" "	4	" C. H. Slocomb, for tools, &c., " "	9 73	1,387 33	192 75	
" 19	6	" Folger & Co., " " " " 19	9 71	246 19	335 40	
" 21	11	" Str. Nick Longworth, frt. on provisions (Feby. 21)	9 69	.....	14 69	
" "	12	" Str. Alabama, " " sundries, " "	9 69	32 84	30 00	
" 28	14	" C. H. Slocomb, for spades, " 28	9 62	.....	44 70	
" "	15	" Str. Nick Longworth, frt. on provisions, " "	9 62	112 02	106 55	
Mch. 1	19	" Str. Alabama, frt. on spades (March 1)	9 61	1 81	2 50	
" 5	20	" N. Williams & Geo. Emmerson, for wood, " 5th	9 57	.....	17 50	
" "	21	" Spencer James, for cross ties, " "	0 55	39 33	36 20	
" 6	22	" Str. Nick Longworth, frt. & chges. on spikes, " 6th	9 56	262 32	331 13	
" 12	26	" Jolly Holmes, drayage, " 12th	9 50	7 31	10 00	
" 31	36	" S. P. Burke, sundry disbursements, " 31st	9 31	.....	46 30	
" "	37	" Jas. Dull, for cross-ties	9 31	.....	56 30	
" "	38	" F. C. Jones, " " "	9 31	.....	70 00	
" "	39	" March pay-roll, gang No. 1	9 31	632 60	697 10	
April 1	40	" Spencer James, for cross-ties	9 30	.....	30 30	
"	41	" Nelson Williams, " " "	9 30	42 06	27 60	
9	43	" George Emmerson, " " "	9 22	29 63	40 30	
11	44	" Jos. Benoit, " " "	9 20	.....	206 30	
"	45	" Jas. Dull, " " "	9 20	.....	66 60	
"	46	" Spencer James, " " "	9 20	.....	47 50	
"	47	" Jno. Jones, " " "	9 20	247 69	21 50	
17	48	" H. M. Bry, for buildings	9 14	795 42	1,100 00	
19	51	" C. E. Potect, for cross-ties	9 12	.....	199 30	

17	48	" H. M. Bry, for outbuildings	9	12			199 50	
19	51	" C. E. Potect, for cross-ties						
"	52	" W. I. Frasher, for shanties	9	12	169 51		36 00	
"		" Eldridge Taylor, for cross-ties	9	1			36 00	
30	53		9	1			83 85	
"	54	" F. C. Jones, " " "	9	1			28 80	
"	55	" Alleck Baker, " " "	9	1			68 20	
"	56	" Harrison Benson, " " "	9	1			4 68	
"	57	" Str. Elmira, frt. on beans	9	1			15 25	
"	58	" Thos. Naughton, tin-ware	9	1			57 90	
"	59	" Carriere & Logan, for beans						
		Amount carried forward			404 78		5,773 32	
[384]								
1866.								
April 30		Amount brought forward	9	1	4,011 78		5,773 32	
" "	60	Paid April pay-roll, gang No. 1	9	1	897 48		951 47	6,724 79
			9	y.			157 86	
May 1	62	" D. T. Head & Co., for materials	9	y.			170 00	
"	63	" Bolton, Dykeman & Co., for hand-car	9	y.	293 14		79 30	
"	64	" N. McCoy, for hauling cross-ties	8	364	12 49		17 60	
2	65	" Thos. Fullum, for drayage	8	363			22 00	
3	66	" George Emmerson, for cross-ties	8	363			116 25	
"	67	" C. E. Potect, " " "	8	363			30 50	
"	68	" Jim Boyle, " " "	8	363	149 60		38 50	
"	69	" Eldridge Taylor, " " "	8	359	1 43		2 00	
7	70	" C. Frazier, " drayage	8	358	12 69		17 75	
8	71	" Str. Elmira, frt. on sundries	8	357			314 50	
9	73	" E. S. Austin, for provisions	8	357	340 32		19 92	
"	74	" G. W. McFee & Co., for lumber	3	355	64 30		89 50	
11	75	" Folger & Co., for tools	8	354	316 52		440 46	
12	79	" McLean & Mason, for provisions	8	352	20 27		28 25	
14	80	" Str. Vicksburg, frt. for sundries	8	351			85 00	
15	84	" W. R. Gordon, expenses getting labor	8	351			50 00	
"	83	" Str. Vicksburg, laborers' fare	8	351	100 56		6 50	
"	85	" Thos. Fullum, drayage	8	349	21 78		30 40	
17	86	" Folger & Co., 2 boring-machines	8	347			6 50	
19	87	" Thos. Fullum, for hauling	8	347	14 02		13 00	
"	88	" Jolly Holmes, " "	8	345			1 00	
21	89	" Steamer Vicksburg, frt. on tools	8	345			30 00	
"	90	" H. M. Bry, for bricks for shop	8	345	24 37		3 00	
"	91	" Chapman & Lane, for handsaw	8	344			1 00	
22	92	" Str. Marmora, for freight	9	344	903 43		1,260 00	
"	93	" Str. Vicksburg, fare 126 laborers	8	343			12 50	
23	94	" " Judge Fletcher, frt. on hand-car	8	343	15 40		9 00	
"	95	" to Ths. Fullum, for drayage	8	341			205 23	
25	97	" " G. W. McFee & Co., for lumber	8	341	150 47		5 00	
"	98	" " Jolly Holmes, drayage	8	338	51 49		72 00	
28	100	" " A. M. Bry, for shingles	8	337			20 00	
29	101	" " F. Endom, for sundries	8	337	25 02		15 00	
"	102	" Thos. Fullum, " drayage	8	335			47 00	
31	103	" E. S. Austin & Co., sundries	8	335			186 00	
"	104	" Roberts & Taylor, for cross ties	8	335			185 80	
"	105	" Harrison & Benson, " " "	8	335			10 00	
"	106	" Spencer James, " " "						

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction.	Time.	Interest.	Principal.	
1866.						
May 31	107	Paid George Emmerson, for cross-ties	8 335		29 70	
"	108	" Henry Lacy, " " "	8 335		45 80	
"	109	" Jno. Hober, " " "	8 335		11 50	
		Amount carried forward			7,426 22	3,885 82	6,724 79
[385]						
1866						
May 31		Amount brought forward		7,426 22	3,885 82	6,724 79
"	110	Paid Prince Young, for cross-ties	8 335		69 50	
"	111	" C. E. Potect " " " & timber	8 335		427 00	
"	112	" Jim. Boyle " " "	8 335		48 60	
"	113	" J. Hoffman, for provisions, tools, &c	8 335		992 75	
"	114	" Jube Smith, for cross-ties	8 335		61 50	
"	115	" C. F. Hatcher, brokerage obtaining laborers	8 335		315 00	
"	116	" Peter Sue, for cross-ties	8 335		79 80	
"	117	" Alleck Baker " " "	8 335		48 70	
"	118	" Thos. Naughton, for sundries	8 335		91 25	
"	119	" May pay-roll, for bridge gang	8 335		270 00	
"	120	" " " " " reconstruction gang No. 1	8 335		931 18	
"	121	" " " " " " " " 2	8 335		201 24	
"	122	" " " " " " " " 3	8 335		360 78	
"	123	" " " " timber " " 1	8 335		736 10	
June 1	126	" S. Weil & Bro., for tools, &c	8 355	3,679 07	11 95	
"	127	" J. O. P. Smith, for fresh beef	8 334		5 55	
2	131	" McLearn & Mason, for provisions	8 334	12 48	2,015 80	
"	132	" W. H. Parker, sundry expenses	8 333		11 95	
"	133	" Chapman & Lane, for manilla rope	8 333		15 75	
4	135	" Str. Vicksburg, frt. on provisions	8 333	1,459 06	83 50	
6	136	" Sanders & Kindermann, sundries	8 331	59 58	2 00	
7	137	" Thos. Fullum, for hauling	8 329	1 43	12 50	
12	141	" Mrs. E. Norsworthy, for one yoke oxen	8 328	8 91	100 00	
"	142	" R. D. Marble " " " "	8 323		100 00	
"	143	" Earnest & Smith, for fresh beef	8 323		41 16	
"	144	" Freight & charges on crosscut saws	8 324		1 88	
"	145	" Chapman & Lane, for tools, &c	8 323		10 25	
20	147	" Richd. Smith, for fresh beef	8 323	180 26	21 49	
"	148	" S. W. Odell " oats	8 315		8 66	
22	149	" E. S. Austin & Co., for provisions	8 315	29 39	35 85	
"	150	" Thos. Fullum " drayage	8 313		14 00	
25	151	" Peter Sue " cross-ties	8 313	35 22	42 00	
28	155	" Jno. L. Byrne " pair mules	8 310	29 77	375 00	
"	156	" J. O. P. Smith " fresh beef	8 307		29 54	
29	157	" " " " "	8 307	286 53	23 87	
"	158	" H. M. Bry, for bricks	8 306		28 50	
			8 306	37 05		

	28	155	"	Jno. L. Byrne	" pair mules	8	307	286 53	29 54
	"	156	"	J. O. P. Smith	" fresh beef	8	306		23 87
	29	157	"	" "	" " "				
	"	158	"	H. M. Bry, for bricks		8	306	37 05	28 50

	30	159	"	Jno. Folwell	" cross ties	8	305		13 10	
	"	160	"	Harrison, Benson & Co.,	for cross-ties	8	305		335 50	
	"	161	"	Roberts, Taylor, Smith & Co.	" " "	8	305		267 10	
	"	162	"	Prince Young	" " "	8	305		89 40	
	"	163	"	C. E. Potcet, for timber, &c.,	" "				310 50	
				Amount carried forward				13, 236 97	12, 526 02	6, 724 79
				Amount brought forward				13, 236 97	12, 526 02	6, 724 79
June	30	164	Paid Peter Sue,	for cross-ties		8	305		10 20	
	"	165	"	Jno. Hober	" " "	8	305		2 00	
	"	166	"	Alleck Baker	" " "	8	305		71 80	
	"	167	"	Jube Smith	" " "	8	305		37 70	
	"	168	"	Jas. Dull,	hauling logs for shanties	8	305		2 50	
	"	169	"	Harrison Benson	" 4 loads ties	8	305		16 00	
	"	170	"	Joe Swanson	" 2 " "	8	305		8 00	
	"	171	"	Geo. Emmerson, 6½ days' hauling		8	305		32 50	
	"	172	"	F. C. Jones, for ties, hauling, & ox		8	305		102 00	
	"	173	"	Jas. Dull, for oak timber		8	305		147 40	
	"	174	"	D. P. Eaton, expense getting laborers		8	305		78 75	
	"	175	"	J. E. McGuire, for plank, &c.		8	305		604 24	
	"	176	"	Thos. Naughton	" tin-ware, &c	8	305		21 50	
	"	179	"	June pay-roll, bridge gang		8	305		832 62	
	"	180	"	" " "	reconstruction gang No. 1	8	305		1, 390 02	
	"	181	"	" " "	" " 2	8	305		363 80	
	"	182	"	" " "	" " 3	8	305		727 58	
	"	183	"	" " "	timber " " 1	8	305		1, 057 67	
	"	184	"	" " "	" " 2	8	305	5, 113 47	643 00	18, 735 30
July	1	185	"	S. Weil & Bro., for tools		8	304		75 00	
	"	186	"	A. McCoy, for hauling cross-ties		8	304	284 56	327 20	
	2	187	"	Str. Vicksburg frt. & charges on sundries		8	303		23 73	
	"	188	"	" " "	laborers' fare	8	"		177 50	
	"	189	"	" " "	freight & charges	8	"		1 85	
	"	190	"	J. C. Seale, expense and services getting laborers		8	"	278 51	190 65	
	7	192	"	Jno. Wimberly, for hauling ties		8	298		137 00	
	"	193	"	Henry Stahlbeck, $^{3}/_{6}$ crew lake bridge			"		400 00	
	"	194	"	Str. Vicksburg, frt. on provisions			"		45 50	
	"	195	"	" " "	laborers' fare		"	582 03	100 00	
	9	196	"	W. H. Parker, sundry expenses		8	296	4 19	5 95	
	10	197	"	J. A. Moseby, matrass, bar, &c		8	295	6 90	9 75	
	11	199	"	H. Filhiol & Co., for tools, &c		8	294	9 71	13 75	
	12	200	"	Judson & Anderson, $^{3}/_{6}$ framing bridge		8	293		57 60	
	"	201	"	Thos. Fullum, drayage			"		9 50	
	"	202	"	J. O. P. Smith, fresh beef			"		45 01	
	"	203	"	Str. Vicksburg, expenses getting labor			"	110 77	45 00	
	14	207	"	Folger & Co., for tools, &c		8	291		181 78	
	"	208	"	Carriere & Logan, for provisions			"		1, 437 55	
	"	209	"	A. L. Coker, for hauling timber out of river			"	1, 146 95	8 28	
	16	210	"	Str. Vicksburg, fare of laborers		8	289		68 00	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction.	Time.	Interest.	Principal.	
1866.						
July 16	211	Paid str. Vicksburg, frt. on sundries	8 289	14 74	32 50	
		Amount carried forward		20,788 80	3,393 10	25,460 09
[3-7]						
1866.		Amount brought forward		20,788 80	3,393 10	25,460 09
July 18	212	Pd. J. B. Phillips, hauling timber out of river, &c	8 287	39 44	53 23	
21	213	" Judson & Anderson $\frac{3}{5}$, framing bridge	8 284	80 98	115 20	
23	214	" Str. Vicksburg, fare of laborers & brokerage	8 282	144 05	205 00	
24	215	" J. L. F. Nelson, for 205 lbs. tallow	8 281	17 30	24 60	
25	216	" T. Fullum, hauling timber out of river	8 280	17 71	25 24	
31	220	" Str. Vicksburg, frt. on sundries	8 274	4,724 27	3 50	
"	221	" J. Hoffman, for whiskey, tools, &c	"		986 64	
"	222	" Geo. Emmerson, for hauling	"		25 00	
"	223	" Carriere & Logan, for tarpaulins	"		260 40	
"	224	" Clairborne Gayle, for cross-ties	"		16 80	
"	225	" Alleck Baker, " " "	"		95 50	
"	226	" Prince Young, " " "	"		155 60	
"	227	" Jube Smith, " " "	"		178 40	
"	228	" Jim Boyle, " " "	"		29 00	
"	229	" Harrison Benson, " " "	"		255 20	
"	230	" Taylor Roberts & Co., for cross-ties	"		244 30	
"	231	" Thos. F. Bell, " " "	"		173 60	
"	232	" July pay-roll for bridge-gang	"		667 87	
"	233	" " " " " reconstruction-gang No. 1	"		1,351 83	
"	234	" " " " " " " 3	"		385 66	
"	235	" " " " " timber " " 1	"		1,109 05	
"	236	" " " " " " " 2	"	4,724 27	800 00	
Aug. 1	239	" D. T. Eaton, expense getting laborers	8 273	174 63	249 25	
2	240	" T. L. Sorrells & Co., for tarpaulins	8 272	69	1 00	
10	243	" Jno. Gray, for fresh beef	8 264	139 90	200 27	
11	244	" T. M. Grant, for timber & hauling ties	8 263		251 80	
"	245	" A. McCoy, for hauling ties	"		83 60	
"	246	" Jno. Wimberly, for hauling ties	"	394 00	228 80	
13	247	" S. W. Odell & Co., " 5 bbls. sour flour	8 261	10 47	15 00	
14	248	" Str. Vicksburg, frt. on sundries	8 260	52 00	74 58	
15	249	" E. M. Ivens & Co., for oil can	8 259	5 58	8 00	
18	250	" W. C. Buffington, for 2 mules	8 256		300 00	
"	251	" W. H. Ferry, for shoeing mules	"		4 50	
"	255	" Carriere & Logan, for provisions	"	2,971 14	3,959 04	
20	256	" D. B. Sanford, for hauling iron from Lacy's	8 254		106 00	
"	257	" M. W. Baldwin & Co., for stock-dies	"	493 08	602 00	
21	258	" D. K. Turner, for 11 head cattle	8 253	437 85	198 00	
23	259	" E. S. Austin & Co., for sundries	8 251	150 38	216 15	

	21	258	"	D. K. Turner, for 11 head cattle	8	251	150 38	216 15		
	23	259	"	E. S. Austin & Co., for sundries						
	25	260	Pd.	A. Rust, for hauling iron from Lacy s	8	249	24 34	35 00		
	27	261	"	Thos. Fullum, drayage	8	247		6 60		
	"	262	"	H. M. Bry, for 9 bbls. lime		"	29 44	35 80		
				Amount carried forward			30,396 05	17,132 21		25,460 09
[388]										
1866.				Amount brought forward			30,396 05	17,132 21		25,460 09
Aug.	29	264	Pd.	Folger & Co., for Bœuff bridge irons	8	245		867 04		
	"	265	"	J. C. Seale, for taking irons from wreck of one bridge		"		102 00		
	"	266	"	Str. Judge Fletcher, frt. on sundries		"	637 73	1 15		
	31	267	"	Henry Stahlbeck, $\frac{3}{6}$ bridge-contracts	8	243		2,680 00		
	"	268	"	Judson & Anderson, bal. for work on Lafourche		"		143 20		
	"	269	"	James Judson, on $\frac{3}{6}$ framing bridges		"		137 25		
	"	270	"	W. R. Gordon & T. T. Bell, for cypress timber		"		357 00		
	"	271	"	C. E. Poteet, for oak timber		"		101 18		
	"	272	"	H. M. Bry, for pine timber		"		1,200 00		
	"	273	"	Jas. Turner, " timber & ties		"		356 00		
	"	274	"	T. T. Bell, " " " "		"		197 96		
	"	275	"	Ben. Myrick, " " " "		"		1,048 80		
	"	276	"	Michael Fry, for cross-ties		"		117 20		
	"	277	"	Harrison Benson, " " "		"		140 50		
	"	278	"	Prince Young, " " "		"		201 50		
	"	279	"	Jube Smith, " " "		"		180 00		
	"	280	"	Henry Lacy, " " "		"		65 90		
	"	281	"	Jim Boyle, " " "		"		66 00		
	"	282	"	Chas. J. Hammond, " " "		"		236 60		
	"	283	"	T. M. Grant, for beef & lumber		"		206 97		
	"	284	"	A. Raxcet, 4¼ lbs. hops		"		3 60		
	"	285	"	Robt. Endom, drayage, &c		"	5,165 21	3 00		
July	31	286	"	J. Hoffman, for sundries, in July	8	274	583 09	831 93		
	"	287	"	do. " " " Aug	8	243		440 83		
	"	288	"	Thos. Naughton, for sundries		"		26 75		
	"	289	"	T. Fullum, for hauling timber out of river		"		92 42		
	"	290	"	T. N. Cosmer, for 500 bricks		"		7 50		
	"	291	"	Str. Idahoe, frt. on bridge-irons		"		26 12		
	"	292	"	D. T. Head & Co., for sundries		"		205 63		
	"	293	"	P. Ezelius, for reins, whip, &c		"		4 00		
	"	294	"	D. P. Eaton, amt. disbursed by him for beef & oxen		"		115 47		
	"	295	"	Eldridge Taylor, for wood		"		40 00		
	"	296	"	Frank Thomas, " "		"		25 00		
	"	297	"	Ricd. Brazeel, for clearing off track		"		5 00		
	"	298	"	S. P. Burk, " sundry disbursements		"		18 90		
	"	299	"	Geo. Emmerson, for hauling bridge-timber		"		75 00		
	"	300	"	Wm. Anderson, for repairing timber track		"		6 00		
	"	301	"	August pay-roll, for bridge-gang		"		527 19		
	"	302	"	" " " " reconstruction-gang No. 1		"		864 15		
	"	303	"	" " " " " " " 2		"		774 50		
	"	304	"	" " " " " " " " 3		"		754 70		
				Amount carried forward			36,818 08	30,383 15		25,460 09

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction.	Time.	Interest.	Principal.	
[389]						
1866.		Amount brought forward		36,818 08	30,383 15	25,460 09
Aug. 31	305	Pd. August pay-roll for timber-gang No. 1	8 243		772 17	
" "	306	" " " " " enginemen & firemen	"		120 00	
" "	307	" W. H. Parker for services to date	"	3,532 40	191 66	
Sept. 16	315	" Str. Idahoe, frt. on bridge irons	8 227	17 34	25 15	31,466 98
" 19	317	" T. Fullum, drayage	8 224	11 36	16 50	
" 22	318	" Str. Idahoe, frt. on sundries	8 221		26 25	
" "	319	" Jno. Armstrong & Co. for bridge irons	"	754 86	1,069 19	
" 26	324	" J. C. Seale for hauling bridge-irons from Morrison's	8 217		82 10	
" "	325	" G. W. McFee & Co. for chalk & irons	"	66 38	4 35	
" 27	326	" E. M. Grant for hauling cross-ties	8 216	8 34	12 20	
" 29	327	" J. C. Wimberly " " "	8 214	79 32	115 40	
" 30	328	" C. T. Carpenter, for cross-ties	8 213		143 30	
"	329	" Jube Smith, " "			263 50	
"	330	" Prince Young, " "			221 00	
"	331	" Nelson Williams, " "			16 70	
"	332	" Alfred Henley, " "			191 60	
"	333	" Jas. Dull, " " & timber			264 40	
"	334	" Henry Stahlberg, &c. bridging			700 00	
"	335	" Geo. Emerson for hauling			50 50	
"	336	" Roberts & Taylor for wood			21 25	
"	337	" Spencer James, " "			51 25	
"	338	" Frank Thomas, " "			11 25	
"	339	" Harrison & Benson, for hauling ties			12 60	
"	340	" J. E. McGuire, for lumber			92 90	
"	341	" E. S. Austin, for sundries			9 25	
"	342	" J. Hoffman " "			410 05	
"	343	" Thos. Naughton, for stove-pipe, &c			63 00	
"	346	" H. M. Bry, for large skiff to be used at Lafour			50 00	
"	347	" Alleck Baker, for cross-ties			7 40	
"	349	" Samuel Kell, &c. bridges			1,300 00	
"	350	" B. Myrick, for cypress timber			238 90	
"	351	" H. M. Sanford, for cross-ties			27 20	
"	352	" Julian Gay, " "			101 60	
"	353	" Michael Fry, " "			82 90	
"	354	" T. T. Bell, " "			51 50	
"	355	" Henry Lacy, " "			40 90	
"	356	" September pay-roll for bridge-gang			436 62	
"	357	" " " " reconstruction-gang No. 1			1,068 31	
"	358	" " " " " " 2			485 30	
"	359	" " " " " " 3			471 00	
"	360	" " " " timber " " 1			1,015 40	

		Amount carried forward				41,288 08	9,250 72	56,927 07
[390]								
1866.		Amount brought forward				41,288 08	9,250 72	56,927 07
Sept. 30	361	Pd. 3/c Septr. pay-roll for machinists' gang	8	213	5,553 33		180 00	9,430 72
Oct. 9	366	" Thos. Fullum, for drayage	8	204	6 53		9 50	
13	367	" Jas. P. Wynn, for corn	8	200	34 22		50 00	
15	369	" T. B. Matthews for removing drift from Dispute bridge	8	198			30 00	
"	370	" Str. Bart Able, frt., scythes & snaths	"		21 20		1 00	
19	371	" S. Weil & Bro., for 1 doz. axes	8	194	15 39		22 50	
20	372	" Roberts & Taylor, for repairing track	8	193			25 00	
"	373	" Str. Idahoe, frt. on beans & rice	"				15 00	
"	374	" Dick Brazeel, for clearing off track	"				5 00	
"	375	" J. C. Seale, for wrecking Ouachita bridge	"		71 70		60 00	
24	376	" Robt. Endom, drayage	8	189	3 77		5 50	
25	377	" Tom Ryan, for corn & fodder	8	188	6 82		10 00	
29	378	" F. M. Dunham, for lumber	8	184	793 64		1,165 64	
31	382	" E. S. Austin, for storing provision	8	182			3 75	
"	383	" Carriere & Logan, for beans & rice	"				469 03	
"	384	" W. J. Goodman, for beef	"				280 63	
"	385	" Sam Tate for hauling timber out of river	"				20 00	
"	388	" J. Hoffman, bill sunds. in October	"				314 00	
"	389	" Joe Roberts, for 2 ft. wood	"				7 50	
"	390	" F. F. Bell, for timber & ties	"				567 50	
"	391	" Geo. Emerson, for hauling	"				13 75	
"	392	" J. C. Seale, for hauling cross-ties	"				35 10	
"	393	" Hars. Benson, " " "	"				109 80	
"	394	" J. J. King, " " "	"				50 80	
"	395	" Prince Young, for cross-ties	"				121 50	
"	396	" Eldridge Taylor, " "	"				78 00	
"	397	" Jube Smith, " "	"				401 50	
"	398	" Jim Boyle, " "	"				59 50	
"	399	" J. M. G. Jones, " " & timber	"				462 00	
"	400	" Friend & Pickens, for treatling, ties, track, &c	"				2,204 16	
"	401	" Jas. Turner, " ties & timber	"				161 85	
"	402	" Michael Fry, " cross-ties	"				20 00	
"	403	" October pay-roll, " reconstruction gang No. 1	"				1,014 18	
"	404	" " " " " " " " 2	"				336 82	
"	405	" " " " " " " " 3	"				572 33	
"	407	" " " " bridge-gang	"				737 37	
"	406	" " " " timber " " 1	"				744 08	
"	408	" 3/c " " " machinists' gang	"				216 25	
"	411	" P. M. Ryan, for hauling cross-ties	"				151 30	
"	412	" D. M. Pugh, " cross-ties	"				416 00	
"	413	" Charles Carpenter, " "	"				102 00	
		Amount carried forward				47,794 68	11,069 84	66,357 79

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction.	Time.	Interest.	Principal.	
[391]		Amount brought forward	.....	47,794 68	11,069 84	66,357 79
1866.						
Oct. 31	414	Pd. H. M. Sanford, for cross-ties	8 182	.....	58 40	
"	415	" Prince Slayman, for 4-ft. wood	"	6,625 55	8 00	
1866.						11,136 24
Novbr. 1	417	" Jos. Benoit, for hauling to cars	8 181	1 36	2 00	
3	418	" J. M. Moore, for hauling timber out of river	8 179	11 92	17 50	
9	422	" Sam Tippitt, " " " " " " "	8 173	6 78	10 00	
10	423	" W. J. Lane, jr., for 1¼-in. rope	8 172	60 92	89 95	
18	426	" H. M. Bryan, " 20,016 ft. (b. m.) pine stringers	8 164	372 32	550 44	
19	427	" Thos. Naughton, for box stoves, &c	8 163	28 76	42 50	
30	435	" F. A. Daughty, for rafting lumber for shed	8 152	.....	5 00	
"	436	" Alleck Baker, for services	.....	.....	25 00	
"	437	" Thos. Naughton, for cooking-stove	.....	.....	55 00	
"	438	" W. R. Gordon, " timber & sundries	.....	.....	257 00	
"	443	" Bal. machinists' pay-roll for November	.....	.....	360 00	
"	444	" November pay-roll for bridge gang	.....	.....	637 68	
"	445	" " " " " reconstruction gang No. 1	.....	.....	1,005 00	
"	446	" " " " " " " " 2	.....	.....	340 50	
"	447	" " " " " " " " 3	.....	.....	696 32	
"	448	" " " " " timber " " 1	.....	.....	446 66	
"	450	" Henry Lacy, for cross-ties	.....	.....	106 00	
"	449	" C. J. Hammond, for oak timber	.....	.....	527 45	
"	451	" Jas. Dull, for timber	.....	.....	27 60	
"	452	" Spencer James, for cross-ties	.....	.....	40 00	
"	453	" Eldridge Taylor, " " "	.....	.....	50 00	
"	454	" Prince Young, " " "	.....	.....	112 00	
"	455	" Jube Smith, " " "	.....	.....	263 00	
"	456	" Jim. Boil, " " "	.....	.....	12 80	
"	457	" Geo. Emmerson, " hauling & other services	.....	.....	10 00	
"	458	" Spencer James, for sawing bridge ties, &c	.....	.....	13 10	
"	459	" T. T. Bell, for bridge timbers	.....	.....	157 50	
"	460	" Jas. Turner, for cross-ties	.....	.....	89 90	
"	461	" Alfred Henley, for cross-ties	.....	.....	43 40	
"	462	" D. P. Eaton, for oak timber	.....	.....	130 90	
"	463	" do. " " trestling	.....	.....	330 30	
"	464	" S. M. Glass, " cross-ties	.....	.....	15 00	
"	465	" J. M. G. Jones, for ties & timber	.....	.....	660 20	
"	466	" Harrison Benson, for ties & hauling ties	.....	.....	63 50	
"	467	" Friend & Pickens, " trestling, ties, & track	.....	.....	1,284 64	
"	468	" Joe Roberts, for wood	.....	.....	34 00	
"	469	" Claiborne Gayle, for wood	.....	.....	10 42	

"	473	" J. J. Baldwin, on dy. trestling				1,029 00	
"	474	" J. Hoffman, sundries			6,246 69	432 30	
		Amount carried forward					9,983 56
[392]							
		Amount brought forward			61,148 98		87,477 59
1866.							
Dec. 3	476	Pd. Str. Vicksburg, frt. on iron for Bouff bridge			61,148 98		87,477 59
"	477	" W. R. Gordon, cash pd. by him for hauling	8	149		16 00	
5	478	" E. S. Austin, for sundries		"	22 57	17 50	
"	479	" R. Fullum, for making s'boat landing	8	147		11 06	
11	480	" Str. Vicksburg, frt. on provisions		"	30 97	35 00	
"	481	" A. Rauxet, for 3 lbs. hops	8	141		41 50	
14	482	" M. H. Massey, for rent of flat-boat at B. bridge		"	29 86	3 00	
18	483	" J. L. F. Nelson, for 144 lbs. tallow	8	138	21 46	32 00	
"	484	" Friend & Pickens, cash pd. by them for tie timber	8	134		18 00	
"	485	" Str. Vicksburg, frt. on pile-driver, &c		"		158 35	
21	486	" Jolly Holmes, for water, drayage, &c		"	125 60	11 25	
22	487	" C. Frazier, for hauling timber out of river	8	131	21 76	32 50	
"	488	" W. J. Goodrum, for fresh beef		130		118 25	
"	489	" Thos. Fullum, for drayage, &c		"		352 59	
25	490	" Str. Vicksburg, frt. on sundries		"	323 46	12 75	
"	491	" Berry Schowers, extra work on Lafourche	8	127		10 75	
"	492	" F. W. Bontz, 5 window-sash for shop		"		15 00	
"	493	" Nelson Williams, for cypress boards		"		30 00	
"	494	" Robt. Daniels, " " "		"		27 00	
27	495	" F. A. Daughty, rafting lumber for shop		"	69 64	21 75	
31	496	" S. M. Glass, for cross ties	8	125	1 68	2 50	
"	497	" C. G. Wynn, for fresh beef	8	121		33 50	
"	498	" Friend & Pickens, estimate for Dec		"		61 60	
"	499	" J. H. Seavy, paid by him for " odd jobs		"		2,090 98	
"	500	" J. P. Crosley & Co., sundries		"		4 00	
"	502	" Folger & Co., for sundries		"		87 70	
"	503	" Str. Rose Franks, frt. on stove		"		448 73	
"	504	" Smith, Miller & Young, for cypress timber		"		2 50	
"	505	" Jno. E. Ray, for cypress timber		"		843 00	
"	506	" Jon. Jones, " cross-ties		"		360 00	
"	507	" Henry Lacy, " " "		"		109 90	
"	508	" Joe Roberts, cutting & stacking wood		"		67 00	
"	509	" Claiborne, for hauling ties & for wood		"		10 20	
"	510	" Prince Young, for cross-ties		"		55 38	
"	511	" Jube Smith " " "		"		39 10	
"	512	" Webb & Rholeder, for fresh beef		"		133 00	
"	513	" D. M. Pugh, for cross-ties		"		239 33	
"	514	" Alfred Henley, for cross-ties		"		226 60	
"	515	" Eldridge Taylor, for cross-ties		"		81 70	
"	516	" H. M. Sanford, " " "		"		73 00	
"	516	" Prince Slayman, " " "		"		78 30	
						7 92	
		Amount carried forward			61,795 98	6,019 32	87,477 59

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction.	Time.	Interest.	Principal.	
[393]						
1866.		Amount brought forward		61,795 98	6,019 32	87,477 59
Dec. 31	518	Pd. S. A. Keel, bal. on estimate for Decbr	8,121		348 00	
"	519	" Alleck Baker, for sundries	"		40 00	
"	520	" M. T. Morrison " corn	"		73 50	
"	521	" J. J. Baldwin, approximate estimate for Decbr	"		350 00	
"	522	" C. J. Hammond, for oak timber	"		62 70	
"	523	" J. M. G. Jones, for cross-ties	"		193 60	
"	524	" J. E. McGuire, for lumber	"		6,187 20	
"	525	" Chapman & Lane, for sundries	"		55 77	
"	526	" Decr. pay-roll, for bridge-gang	"		641 25	
"	527	" " " " reconstruction-gang No. 1	"		1,146 38	
"	528	" " " " " " " 2	"		307 00	
"	529	" " " " " " " 3	"		725 38	
"	530	" " " " machinists' "	"		360 00	
"	537	" Carriere & Logan, for provisions	"	10,963 14	895 88	
1867.						17,406 07
Jany. 12	540	" Friend & Pickens, amt. pd. for tie timber	8 8 8 109	66 64	100 00	
14	541	" Str. Vicksburg, frt. on provisions	8 8 8 107	17 26	26 00	
21	543	" Henry Stahlbeck, labor on Beauff bridge	8 8 8 100		336 87	
"	544	" do., final estimate on Lafourche, & crew	"	2,030 09	2,728 73	
23	545	" J. F. Ritcherson, for blocks & rope	8 8 8 98	23 64	35 75	
26	546	" Joe Benoit, for boating lumber	95	12 90	19 50	
31	551	" S. M. Glass, for cross ties	8 8 8 90		49 40	
"	552	" S. A. Keel, " trestling Big Creek	"		201 60	
"	553	" J. C. Malcomb, for oak timber	"		420 00	
"	554	" Smith, Miller & Young, for cypress timber	"		265 50	
"	555	" Friend & Pickens, estimate for January	"		1,473 18	
"	556	" Prince Young, for cross-ties	"		184 60	
"	557	" T. F. Bell, " ties & timber	"		202 20	
"	558	" Jube Smith, for oak timber	"		40 00	
"	559	" Eldridge Taylor, for cross-ties	"		147 50	
"	560	" J. J. Baldwin, approximate est. for Jany	"		100 00	
"	561	" Jno. Jones, for cross-ties	"		179 50	
"	562	" Aaron Daniels, for do.	"		29 00	
"	563	" Jim Boyle, " do.	"		38 10	
"	564	" David Vaughn, " do.	"		4 50	
"	565	" D. P. Eaton, for trestling	"		183 04	
"	566	" J. F. Ritcherdson, ties, timber, & hauling	"		67 70	
"	567	" Hunsicker & Green, for cross-ties	"		317 50	
"	568	" Jas. Turner, for floating timber	"		12 00	
"	569	" N. Rholeder, for fresh beef	"		38 92	
"	572	" C. J. Hammond, for oak timber	"		73 15	

"	571	" H. B. Holmes, " cross-ties		"		117 00		
		Amount carried forward			74,909 65	7,391 24		104,883 66
[394]								
1867.		Amount brought forward			74,909 65	7,391 24		104,883 66
Jany. 31	572	Pd. Alfred Henley, for cross-ties	8	90		48 40		
"	573	" D. M. Pugh, " do.		"		203 00		
"	574	" J. S. Dixon, for cypress timber		"		454 50		
"	575	" Jno. E. Ray, " lumber & ties		"		98 19		
"	576	" Jany. pay-roll for bridge-gang		"		668 75		
"	577	" " do. for reconstruction-gang No. 2		"		407 50		
"	578	" " do. " " " " 3		"	4,666 44	1,045 70		
								10,317 28
Feby. 4	582	" Str. Vicksburg, for 4 hhds. coal	8	86	17 30	26 25		
8	583	" Jno. Wilson, for rafting lumber	8	92	1 32	2 00		
16	584	" Peter Ezelius, for leather belts	8	74	3 94	6 00		
28	587[2]	" W. A. Lane, jr., for rope for raising bridges	8	82		6 00		
"	588	" W. R. Lewis, for cypress lumber		"		348 21		
"	589	" W. B. Tarbutten, hire of mule distributing ties		"		15 00		
"	590	" Chas. Carpenter, for cross-ties		"		46 00		
"	591	" J. C. Malcomb, timber & oak trestling		"		311 00		
"	592	" W. J. Goodrum, for beef and for hauling		"		51 25		
"	593	" H. B. Holmes, for cross-ties		"		450 40		
"	594	" T. T. Bell, " " "		"		117 80		
"	595	" Claiborne Gayle, " " "		"		137 00		
"	596	" Aaron Daniels, " " "		"		113 00		
"	597	" Jno. Jones, " " "		"		95 00		
"	598	" E. Comer, for beef		"		48 58		
"	599	" C. J. Hammond, for cross-ties		"		31 00		
"	600	" J. J. Baldwin, for beef & boarding a hand		"		37 47		
"	601	" Hunsicker & Green, for cross-ties		"		454 50		
"	602	" Jas. C. Pritchard, " " "		"		39 40		
"	603	" Michael Fry, " " "		"		11 80		
"	604	" Joe Benoit, for cypress timber		"		364 85		
"	605	" D. P. Eaton, " trestling & timber		"		96 88		
"	606	" J. F. Ritchardson, for oak timber		"		31 50		
"	607	" Jas. A. Pugh, " tie timber		"		83 65		
"	608	" McLearn & Mason, for provisions		"		476 40		
"	609	" Friend & Pickens, trestling, ties, & track, &c		"		1,919 04		
"	610	" Jordan (freedman), for cross-ties		"		27 00		
"	611	" N. Rholeder, for fresh beef		"		17 85		
"	612	" A. A. Batti, adm'r for timber cut on Cookey land		"		28 00		
"	613	" Jos. Hoffman, bills, Dec., Jan., & Feby		"		1,354 36		
"	614	" J. S. Dixon, for cyp. timber (east of Macon)		"		896 15		
"	615	" Wilkinson & Rundell, for lumber (east of Macon)		"		593 43		
"	616	" Feby. pay-roll for shop-gang		"		768 25		
"	617	" " " " " bridge-gang		"		420 75		
		Amount carried forward			79,598 65	9,434 77		115,200 94

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction.	Time.	Interest.	Principal.	
[395]						
1867.		Amount brought forward		79,598 65	9,434 77	115,200 94
Feb'y 28	618	Pd. Feby. pay-roll for reconstruction-gang No. 1	8 62		1,105 63	
"	619	" " " " " " " " 2	"		503 00	
"	620	" " " " " " " " 3	"		744 60	
"	621	" " " " " " " " 4	"		538 00	
"	622	" S. Weil & Bro., for blankets for house-cars	"	8,058 97	35 02	
M'ch 5	627	" W. D. McDonald, hauling bridge-timbers	2 57	9 79	15 00	
6	629	" Str. Vicksburg, for coal and for frt. on sundries	1 56	83 74	129 75	
8	630	" S. P. Burke, for cash pd. Curlie for beef	8 54	16 15	24 75	
31	643	" Thos. Fullum, for drayage	8 31		19 15	
"	645	" J. E. McGuire, for lumber	"		1,167 94	
"	646	" Koch & Dreyfus, for dies	"		10 50	
"	647	" E. Comer, for fresh beef	"		16 10	
"	648	" M. Clack, " do.	"		25 34	
"	649	" Jube Smith, for 18½ crds. 4-ft. wood	"		37 00	
Ap'l 15	654	" Jolly Holmes, for drayage, &c	8 16	821 18	34 00	
24	655	" J. H. Seavy, amt. paid for building furnace	8 7	3 21	5 00	
May 4	657	" Str. Idahoe, for coal and frt. on same	7 362	30 10	47 00	
25	658	" Thos. Fullum, for drayage	7 341	3 18	5 00	
June 1	662	" J. H. Seavy, amt. paid by him for loading lumber	7 334	2 89	4 50	
3	663	" Str. Vicksburg, frt. on irons for hand-car	7 432	1 41	2 25	
15	665	" Str. Idahoe, " " bridge-irons	7 320	1 61	2 50	
22	667	" do. " " tools	7 313	2 73	4 40	
"	668	" J. H. Seavy, for loading timbers	"	4 76	7 50	
30	669	" Jube Smith, for 9 crds. 4-feet wood	7 305		18 00	
"	670	" Mrs. M. E. Green, for fresh beef	"	17 00	11 06	
July 10	674	" J. Turner, for work on draw-bridge	7 295		2 50	
"	675	" by Jno. W. Green, for loading lumber	"	9 04	12 00	
15	676	" S. M. Brumby, for hauling boat to Macon	7 290		12 00	
"	677	" Thos. Fullum, for hauling bridge-timbers	"	19 64	19 50	
31	682	" Jas. Gwinn, for fresh beef	7 274		159 90	
"	683	" by Jno. W. Green, for loading timbers	"		9 00	
"	684	" Claiborne Gayle, for 6,000 oak boards	"		45 00	
"	685	" Gerspach, Herring & Bernhardt, for lumber	"		38 45	
"	686	" Mch. pay-roll, for bridge-gang	"		458 87	
"	687	" " " " reconstruction-gang No. 1	"		1,120 43	
"	688	" " " " " " " " 2	"		332 50	
"	689	" " " " " " " " 3	"		792 75	
"	690	" " " " " " " " 4	"		520 00	
"	691	" Ap'l " " " " " " 1	"		929 00	
"	692	" " " " " " " " 3	"		806 50	

	"	693	" " " " " " " " " " 4		"		592 00	
			Amount carried forward			88,684 05	9,798 16	115,200 94
[396]								
1867.			Amount brought forward			88,684 05	9,798 16	115,200 94
July	31	694	Pd. May pay-roll, for machinists' gang		7 274		1,082 75	
	"	695	" " " " " bridge "		"		202 75	
	"	696	" " " " " reconstruction " No. 1		"		828 25	
	"	697	" " " " " " " " 3		"		623 75	
	"	698	" " " " " " " " 4		"		462 00	
	"	699	" June " " " bridge " " —		"		396 25	
	"	700	" " " " " reconstruction " " 1		"		719 75	
	"	701	" " " " " " " " 3		"		452 75	
	"	702	" " " " " " " " 4		"		367 00	
	"	703	" July " " " bridge-gang		"		271 00	
	"	704	" " " " " reconstruction gang No. 1		"		624 85	
	"	705	" " " " " " " " 3		"		394 62	
	"	706	" " " " " " " " 4		"		259 75	
	"	707	" " " " " " " " 8		"		604 74	
	"	708	" Bry & Muir, for lumber		"		67 93	
	"	714	" Michael Fry, for fresh beef		"		29 40	
	"	715	" Friend & Pickens, May estimate for bridging		"		168 00	
	"	716	" do. " " " for ties, track, &c		"		1,216 52	
	"	717	" H. M. Sanford, for cross-ties		"		38 70	
	"	718	" C. J. Hammond, " " do.		"		58 80	
	"	719	" B. Myrick " fresh beef		"	9,151 98	66 22	28,733 97
Aug	5	720	" Jas. Gwinn, for " "		7 269	15 32	24 72	
	21	724	" Thos. Fullum, for drayage		7 253	2 80	4 50	
	31	727	" C. J. Hammond, " cross-ties		7 243		83 10	
	"	728	" H. M. Sanford, " " "		"		46 60	
	"	729	" J. S. Ray, " " "		"		15 50	
	"	730	" J. C. Malcomb, " trestling and timber		"		626 00	
Sept.	1	733	" Gerspach, Herring & Bernhardt, for lumber		7 242	433 44	30 32	
	5	734	" Theophile Benoit, for blacksmithing		7 238	7 35	12 00	
	7	735	" Jno. Vanderberg " do. "		7 236	18 37	30 00	
	16	736	" Jno. A. Pickens, for 3-foot adz		7 227	5 49	9 09	
	26	738	" W. A. Lane, jr., for sundries		7 217	10 48	17 25	
	28	739	" Josiah Lincoln, for lumber		7 215	461 63	759 53	
	30	740	" J. D. Carr, for 2 scks. corn		7 213		7 50	
	"	741	" Str. H. A. Homeyer, for coal & frt. on same		"		27 15	
	"	743	" Friend & Pickens, Mch. est. track, ties, &c		"		347 06	
	"	744	" do. June " " "		"		944 48	
	"	745	" do. final " " "		"		7,929 14	
	"	746	" do. " " bridging		"		542 11	
	"	747	" do. extra work & sundries		"		375 85	
	"	748	" J. J. Baldwin, for bridging-timber & sundries		"		1,451 73	
			Amount carried forward			98,790 91	13,283 54	143,934 91

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction.	Time.	Interest.	Principal.	
[397]						
1867.		Amount brought forward	.....	98, 790 91	13, 283 54	143, 934 91
Sept. 30	749	Pd. J. S. Dixon, cyp. timber (E. of Macon)	7 213	.....	1, 414 60	
"	750	" Jas. Gwinn, for fresh beef	"	.....	47 40	
30	751	" Benjn. Burke, for provisions	"	.....	57 05	
Oct. 1	752	" F. Morey, Hunsacker & Green's estimates for cross-ties, viz, Mch. est., $51.60; May est., $229.00	.....	7, 982 79		
31	760	" J. Hoffman, for provisions, &c	7 212	534 58	880 60	
31	758	" J. C. Malcomb, final est. for bridging	7 182	.....	4, 079 67	
"	759	" do. for lumber, bridge-ties, &c	"	.....	589 64	
"	766	" J. S. Ray, for provisions	"	.....	218 02	
"	767	" W. B. Tarbritton, hire of mule for cross-ties	"	.....	236 56	
"	769	" Carriere & Logan, bill for provisions	"	.....	173 60	
"	770	" Folger & Co., bill for iron tools, &c	"	.....	1, 275 43	
"	771	" D. T. Head & Co., bill for bridge irons	"	.....	502 48	
"	772	" M. W. Baldwin & Co., boring-bar	"	.....	93 25	
"	775	" A. B. Carpenter's bill, pile-driver	"	.....	516 50	
"	776	" S. C. Guess, est. for trestling, &c	"	.....	271 50	
"	777	" H. B. Holmes, " cross-ties	"	.....	417 00	
Novbr. 10	782	" Henning & Gerspach, for lumber	"	.....	221 20	
19	783	" J. J. Baldwin, for beef	7 172	5, 173 96	54 06	
20	784	" H. M. Bry, for lumber	7 163	18 65	31 32	24, 332 10
26	786	" J. G. Sanders, for provisions	7 162	345 40	579 61	
27	787	" Joe Benoit, " removing iron	7 156	43 27	72 75	
30	788	" J. J. Baldwin, for beef used in Mch., '67	7 155	11 89	20 00	
"	789	" Robt. Endom, for carting coal from Trenton	7 152	33 20	55 93	
"	790	" J. J. Baldwin, for beef	"	.....	2 75	
Decr. 4	791	" Str. H. A. Homeyer, frt. on coal	"	21 06	32 76	
19	794	" J. J. Baldwin, for beef	7 148	4 74	8 00	
"	795	" Slark, Stauffer & Co., iron for swivels	7 133	.....	47 82	
"	796	" Str. Homeyer, frt. on iron	"	.....	48 65	
"	797	" by Jno. W. Green, chgs. on pork	"	.....	2 50	
"	798	" Jas. Caldwell, smithwork on brge. iron	"	.....	10 50	
"	799	" Thos. Fullum, drayages	"	.....	214 00	
"	800	" Peterson, Hill & Elliott, for coal	"	.....	9 00	
"	801	" Jas. Favers, for completing Pickens's bridges	"	.....	46 24	
"	802	" Jube Smith, for board, &c	"	.....	40 00	
"	803	" Joe Benoit, for cyp. timber	"	.....	97 40	
"	804	" S. A. Keel, for trestling	"	.....	613 15	
"	805	" J. J. Baldwin, approx. estimate	"	.....	1, 390 17	
"	806	" Alleck Baker, sundry services	"	.....	3, 500 00	
"	809	" Joe Roberts, for hauling ties	"	.....	45 00	
			"	3, 750 83	297 75	
						7, 165 30

			Amount carried forward			116,711 84		175,432 31
[398]								
1867.			Amount brought forward			116,711 29		175,432 31
Dec. 21	818	Pd. J. S. Ray, for sundry work		7	131		69 08	
"	819	" Henning & Gerspach, for lumber			"	48 42	13 12	
1868.								
Jany. 3	826	" Str. Lotowanna, for 2 boxes coal		6	118	1 26	2 50	
11	827	" " Homeyer, " 10 " "		6	110	7 57	15 00	
24	828	" " W. B. Danee, " 5 " "		6	97		7 50	
"	829	" to Stark, Stauffer & Co., for tuye irons			"		4 35	
"	830	" Str. Idahoe, frt. on do			"	6 18	50	
Mch. 1	848	" Geo. C. Waddill, for sending team to Omega		7	61		6 00	
"	851	" Jno. Gerspach, for lumber			"		22 12	
"	852	" D. T. Head & Co., 1 bbl. sugar			"	38 57	50 04	
31	859	" Jno. T. Ludeling, for 3 bbls. pork		6	31		74 10	
"	860	" pay-roll, for bridge-gang, Aug., 1867			"		287 25	
"	861	" " " " shop-gang, Novbr., "			"		652 00	
"	862	" " " " reconstruction-gang 3, Novbr., 1867			"		548 27	
"	863	" " " " " " 4, " "			"		296 00	
"	864	" " " " " " 3, Decr., "			"		384 62	
"	865	" " " " " " 3, Feby., 1868			"		281 75	
"	866	" " " " " " 4, " "			"		205 00	
"	867	" " " " " " 3, Mch., "			"		225 25	
"	868	" " " " " " 4, " "			"	1,525 90	179 75	
Apl. 1	881	" to Jno. Bishop, for hauling, &c		6	30	14 85	30 50	
7	882	" " Str. Vicksburg, for 20 boxes coal		6	24	9 73	20 00	
May 31	889	" Pulaski Mann, for 100 lbs. beef		6	335	3 88	7 00	
June 1	892	" Ben. Dean, for blacksmithing		6	334	3 33	6 00	3,381 70
2	893	" W. H. Stivers, for tie-timber used by Pickens		6	333	133 90	241 65	
30	898	" J. S. Ray, for sundries		6	305		150 50	
"	899	" Henry Kelly, for cross-ties			"		18 10	
"	900	" A. Rauxet, for hops purchased in 1867			"	97 85	10 00	
Oct. 31	911	" H. M. Bry, for turn-table & lumber for crossings		6	182		260 18	
"	912	" Naughton & Moore, for sundries			"		188 35	
"	913	" W. R. Ward, for pine lumber			"		8 34	
"	929	" pay-roll, gang No. 4, April, 1868			"		163 63	
"	930	" " " " " 8, " "			"		229 50	
"	931	" " " " " 4, May, "			"		164 25	
"	932	" " " " " 8, " "			"		218 25	
"	933	" " " " " 4, June, "			"		159 13	
"	934	" " " " " 8, " "			"		142 79	
"	935	" " " " " 3, July, "			"		272 70	
"	936	" " " " " 4, " "			"		203 38	
"	937	" " " " " 3, August, "			"		254 50	
"	938	" " " " " 4, " "			"		184 00	
		Amount carried forward				118,602 73	2,875 25	178,814 01

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction.	Time.	Interest.		
[399]						
1868.		Amount brought forward	.....	118,602 73	2,875 25	178,814 01
Oct. 31	939	Pd. pay-roll gang No. 3, Septbr., 1868	.....	.....	188 75	
" "	943	" " " " " 4, " "	6 182	.....	184 00	
" "	941	" " " " " 3, Octr. "	"	.....	169 33	
" "	942	" " " " " 4, " "	"	.....	170 44	
" "	943	" J. J. Baldwin, as per est. Apl., 1868	"	.....	1,388 25	
" "	944	" do amt. Ryan's bill, hauling, &c	"	2,397 55	55 00	
Nov. 1	951	" G. C. Waddill, for sundries	"			
Dec. 31	957	" Jube Smith, for filling in abutts. at La Fourche	6 181	67 39	129 50	5,031 02
1869.			6 121	22 29	44 55	
Jany. 18	964	" Smith & Lynch, for platform at Rayville				
Feby. 28	972	" H. M. Bry, for 241 cross-ties for bridges	6 103	17 19	34 00	
" "	973	" J. G. Sanders, for sundries	6 62	.....	81 14	
Mch. 31	978	" Henning & Gerspach, lumber for La For. & stas. house	"	59 93	40 27	
Apl. 30	984	" pay-roll machinist & shop gang, Novbr., 1868	6 31	70 72	145 27	
"	985	" " " gang " 4, reconstruction, Decr., "	6 1	.....	409 00	
"	986	" " " machinist & shop gang, Jany., 1869	" 1	.....	139 12	
"	987	" " " gang No. 2, reconstruction, "	" 1	.....	490 50	
"	988	" " " machinist & shop gang, Feby., "	" 1	.....	124 00	
"	989	" " " gang " 3, reconstruction " "	" 1	.....	570 25	
"	990	" " " " " 4, " " "	" 1	.....	227 00	
"	991	" " " " " 3, " Mch. "	" 1	.....	130 50	
"	992	" " " " " 4, " " "	" 1	.....	385 00	
"	993	" " " machinist & shop gang, Apl., "	" 1	.....	168 12	
"	994	" " " gang " 3, reconstruction " "	" 1	.....	660 75	
"	995	" " " " 4, " " "	" 1	.....	386 75	
June 4	1010	" Str. Gov. Allen, frt. on sundries	" 1	1,818 82	167 94	
" 11	1021	" do for coal & frt. on same	5 331	7 93	16 70	4,324 66
" 30	1039	" pay-roll reconstruction gang " 3, May, 1869	5 324	43 80	92 75	
" "	1040	" " " " " 4, " "	5 305	.....	264 50	
" "	1042	" S. Meyer's bill for use this a/c	"	.....	153 50	
Aug. 31	1120	" H. M. Bry, for lumber	"	263 24	144 70	
Sept. 30	1145	" Joe Roberts, for earthwork	5 243	43 26	95 34	672 15
" "	1146	" Jim Nabor, recovering pile-hammer	5 213	.....	25 00	95 34
Oct. 31	1182	" Thos. Fullum, for sand (chimnies at C. Lake)	"	15 66	10 00	
" "	1183	" T. N. Conner, brick & lime do.	5 182	.....	4 00	35 00
" "	1186	" J. W. Locke, drayage, brick, &c	"	.....	54 50	
			"	27 76	4 50	
						63 00

						27 76		4 50	63 00
Nov. 30		1245	" T. N. Conner, brick (chimnies, sec. 7)		5 152			30 00	
" "		1247	" C. Carpenter, lumber for section houses		"			87 52	
" "		1248	" Thos. Maxwell, building chimnies (sec. 7)		"	52 72		10 00	127 52
Dec. 31		1304	" H. M. Bry, for lumber, Rayville depot		5 121			96 76	
" "		1306	" J. W. Locke, sundry drayages		"			46 00	
" "		1308	" Gerspach & Henning, lumber, Rayville depot		"			95 55	
			Amount carried forward			123,540 90		238 31	189,162 70
[460]									
1869.			Amount brought forward			123,540 90		238 31	189,162 70
Dec. 31		1310	Pd. Stauffer, Kent & Co., sundries						
" "		1316	" Jno. G. Sanders, sundries		5 121				
" "		1324	" H. B. Bruser, sundries		"				
" "		1325	" Hardaway & coal oil		"				
" "		1326	" A. M. Paxton, sundries		"				
					"	162 05		92 25	379 58
1870.									
Jany. 31		1375	" T. N. Conner, for brick, Rayville depot						
" "		1376	" Wm. Cooper " labor on do.		5 90				
" "		1377	" Jas. Ferrers " " " do.		"				
					"	59 80		87 50	147 30
Feby. 17		1416	" F. L. McCormick, sash & doors, Monroe depot						
"		1417	" Jno. Howard, building chimney, Rayville depot		5 73			21 90	
28		1426	" H. M. Bry, lumber		"	19 52		25 00	
					5 62	42 00		100 94	208 36
Mch. 31	J. f.,	91	" S. Weil & Bro., for sundries, July, Aug. & Sept., '67		5 31	46 29		113 75	160 04
Apl. 30		1535	" Mike Fry, Mrs. Lassitus, board of mechanics						
May 16		1551	" J. Q. C. Stafford & Co, tube-well at Monroe		5 1	12 50		31 20	
					4 350	57 52		144 50	246 22
June 1		1598	" Abe Green, for labor at Rayville depot		7 334	23 65		60 00	
10		1599	" per W. R. Gordon, S. Girod, hauling lumber for do		7 325	1 80		4 50	89 95
Aug. 31	J. folio,	108	" H. M. Bry, lumber bill, Apl. & May, by Fenster		4 243			8 05	
" "			" do. " " " " for Cow Bayou		"			429 86	
" "			" do. " " June do.		"			203 00	
" "			" Gerspach & Henning, lumber, Jany. to May, 1870		"			924 49	
			" do May & June, Cow Bayou		"			169 89	1,735 29
" "		1627	" J. C. Q. Stafford, for well near Rayville		"			140 00	
" "		1628	" Alleck Baker, for sundries in 1868		"			48 00	
" "		1629	" Geo. Ensmenger, " " " "		"			2 00	
" "		1636	" H. M. Bry, lumber for stock-pen		"			97 86	
" "		1643	" do. " Rayville tank, &c		"			55 84	
" "		1651	" laborers on foundation Delta depot		"			46 00	
" "		1655	" J. Hoffman, sunds. for Henley & Baldwin gangs		"			255 67	
" "		1664	" J. J. Baldwin, for shingles Rayville depot		"			41 25	
" "		1665	" do. , engineer's est. Macon draw		"	1,184 24		594 62	1,284 24

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction.	Time.	Interest.		
1870.						
Nov. 18	1751	Pd. J. M. Adams, for lumber for sec. house				
" "	1753	" Muir, Bry & Voilman, tank at Monroe	5 164			
			"		23 55	
" "	J. folio, 121	" Jno. Hober, for services in 1868			348 13	
" "	"	" Jim Favers " " " "				371 68
" "	"	" Jim Boyle " " " "	"		10 00	
" "	"	" W. P. Monigham, Rayville depot	"		140 00	
			"		26 75	
Dec. 22	1799	" W. S. Hassie, extending platform, Barnes'		199 22	10 50	
" "	1800	" P. C. Rice, sundry services	4 130			187 25
" "	1801	" Henning & Gerspach, lumber for tanks	"		63 54	
" 31	1808	" Novbr. pay-roll Rembold's gang, Delta depot	"		127 20	
" "	1814	" T. W. Lynch, for cotton-platform, Rayville		107 82	118 32	
			4 121		654 54	
		Amount carried forward	"	232 27	15 00	
[401]						
1871.						
		Amount brought forward		125, 689 58	978 60	193, 914 53
Jany. 3	1817	Pd. H. M. Bry, lumber for Delhi depot		125, 689 58	978 60	193, 914 53
6	1819	" Ryan & Bro. Delta & Delhi depots	4 118	203 52		
"	1820	" Vicksburg Mfg. Co., for tank Delta	4 115			
31	1843	" G. C. Waddill, wood-rack at Waverly	"	76 02		
"	1847	" N. L. Hardy & Co., scales for Delta and shingles for Delhi depot, &c	4 90			
"	1851	" Dundas & Floyd &c. house for ticket office	"			
			"	314 70	360 75	
Feby. 13	1857	" Ben Dean, repairing tools, Car Bayou				2, 712 04
"	1858	" S. A. Saum, desk for Delta depot	4 77			
28	1859	" J. C. Malcomb, lumber for platform	"	11 30		
"	1860	" J. M. Adams, lumber, wood shed, &c., &c	4 62			
Mch. 15	1876	" P. C. Rice, collecting & straightening iron	"	144 46		
" 31	1898	" Robt. Ray, glass, &c., depot at Monroe	4 77	49 57		
" "	J. folio, 131	" Gerspach & Hanning, lumber, Jany. 10, '71, Monroe depot	4 31		8 13	
			"			624 42
Apl. 15	1903	" A. L. Hardy & Co., whitewashing Delta depot			630 34	
May 31	1913	" F. P. Corby & Co., bills, tools & mch., 25 & 30				630 34
July 31	1929	" do. 26 & 12 engine lathe	4 16	204 36		
" "	1929	" do. insrce on lathe returned	3 335	690 46		
" "	1929	" do. returned frt	3 274			
			"			
			"	256 00	17 25	
Aug. 14	1941	" F. P. Stubbs, for 500 shingles (shop)				3, 096 60
" 29	1949	" G. C. Waddill, elevation grade Joess Bayou	3 260	3 75		
" "	1950	" J. M. Adams, sundry lumber bills	3 254			
			"	257 08	167 30	
						879 80

Oct. 31	1956	"	D. O Brian, time omitted in May, '70	3	182				
" "	1957	"	J. M. Adams, lumber for station house		"				
" "	1978	"	do. " Delta platform		"				
" "	1979	"	Ryan & Bro., ticket office and tank at Delta		"	329 80	249 02		
									1,176 80
Nov. 30	2006	"	J. M. Simms, for tube well, sec. 7	3	152	4 11	15 00		
1872.									15 00
Jany. 11	2024	"	M. Golding, for machinery to turn Bœuff draw	3	110	60 57			
" 31	2049	"	Lee, Richardson & Co., sunds furnished in 1870	3	90				
" "	2050	"	Moses Fiebelman, for sunds		"	39 23	60 42		
									379 84
Mch. "	2069	"	do. for nails	3	31	3 27	13 25		
									13 25
July 24	J. folio 148	"	Manlove & Hobart, storage & labor	2	281	7 30	32 75		
									32 75
Sept. 30	2138	"	B. McNamara, sunds. furnished in 1870	2	213	9 89	47 74		
1873.									47 74
Sept. 30	2273	"	Hughes & Baggott, for side track and landing at Delta	1	213		823 20		
" "	2254	"	J. M. Adams, lumber for platform		"	504 00	3, 134 98		
Nov. 30	2280	"	G. L. Record, for removing buildings	1	152	43 24	380 00		
1873.									4,338 18
Dec. 31	2300	"	Bry & Muir, " depot at Delta	1	121	239 59	2, 954 25		
1874.									
Feby. 28	2328	"	Hughes & Baggott, for levee work at Delta	1	62	133 04	1, 418 70		4,372 95
						129, 274 84			212, 233 48
			Reconstruction eastern division.						
[402]									
1867.						129, 274 84			212, 233 48
Octr. 31	757		Pd. J. Hoffman, for provisions shipd. to Young's Pt	7	182	421 34	701 71		
									701 71
Decr. 20	811	"	G. C. Waddill, trestling & timber	7	132		2, 819 00		
"	812	"	J. S. Dixon, for cross-ties		"		178 20		
"	813	"	Claiborne Gayle, for cross & track		"		198 65		
"	814	"	Prince Young, " " ties		"		335 90		
"	815	"	Jno. Jones, " " "		"		252 40		
"	816	"	Jube Smith, ties, track, and timber		"		1, 345 40		
"	817	"	Mrs. Zeigler, cross-ties		"	3, 055 70	55 50		
									5, 185 05
1868.									
Jany. 31	835	"	Madison Pitman, hauling "Miss Lucy" to Joe's Bayou	7	90	8 70	15 00		
Mch. 1	846	"	Phil. Ensminger, trestling at Tallulah	7	61		958 12		
"	847	"	W. J. Caldwell, for hauling "Miss Lucy"		"		15 00		
"	848	"	G. C. Waddill, for sundries		"		82 50		
" 31	869	"	pay-roll, pioneer gang No. 1, E. D., Aug. 1867	7	31		494 00		
"	870	"	" " " " " " " Sept., "		"		409 37		
"	871	"	" " " " " " " Oct., "		"		790 63		
"	872	"	" " " " " " " Nov., "		"		662 44		
"	873	"	" " " " " " " Dec., "		"		448 59		
"	874	"	" " " " " " " Jany., 1868		"		518 69		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Reconstruction eastern division.	Time.	Interest.		
1868.						
Mch. 1	875	Pd. pay-roll, pioneer gang No. 1, E. D., Feb., 1868	7 31		471 90	
"	876	" " " " " " " Mch., "	"		393 72	
"	877	" P. Mann, for work on track	"	2,519 67	255 40	
Apl. 1	881	Pd. Jno. Bishop, hauling, ferriage, &c	7 30	38 72	68 35	
" 20	884	" Ben McLemore, hauling "Miss Lucy"	7 1	21 85	39 00	
May 31	889	" P. Mann " "	6 335		39 75	5,662 46
" "	J. folio, 40	" W. R. Gordon, superintendent, for sundry disbursements made by him for temporary work, &c., on this division, Sept., 1867, to May 31st, 1868, inclusive. See statement No. 2, & $^{a}/_{c}$	"		1,315 83	
		filed with papers "Eastern Division"	"	947 69	397 35	
" "	"	" For his personal expenses to Dec. 31, '67. See statement No. 2 as above				1,713 18
Aug 1	J. folio, 41	" W. R. Gordon, superintendent, for sundry disbursements made by him for temporary work on this division June 1, '68, to Sept. 30, '68. See statement No. 3, filed with "papers eastern division"	6 273		762 69	
			"	492 09	238 15	
" "	"	" His personal expenses to date. See statement No. 3 as above				1,000 84
Oct. 31	J. folio, 42	" Stewart & Mitchell's bill, sunds., Oct. 23, '67	6 182		290 00	
" "	"	" Johnson & Lankin " " " "	"		352 75	
		Amount carried forward		136,780 60	642 75	226,496 72
[163]						
1868.		Amount brought forward		136,780 60	642 75	226,496 72
Oct. 31	J. folio, 42	Pd. Lee, Richardson & Co., bill sunds., Oct. 23, '67	6 182		16 75	
"	"	" H. Wright & Co., " " "	"		79 37	
"	"	" J. J. Garrard & Co., " " "	"		152 50	
"	"	" Hardaway & Co., " " "	"		182 40	1,073 87
"	J. folio, 43	" Jno. Q. Wilcox, P. J. Kennedy, & McCutchen, Folkes & Co., for provisions	"		1,753 47	1,753 47
"	"	" H. R. Smith, agt., for sundry disbursements made by him for this $^{a}/_{c}$ from Dec. 12th, '67, to	"		1,289 07	
		May 31, '68, inclusive				
"	"	" H. R. Smith, agt., for disbursements made by him from July 20th to Oct. 15, '68. See state-	"		316 15	
		ment filed with papers E. divn., No. 1 & No. 6				1,605 22
"	908	" Perkins, Livingston & Post, for spikes	"		383 15	
"	909	" F. C. Jones, for sundry petty disbursements	"		87 40	
"	910	" T. B. Manlove, ca'ching iron-thieves	"		75 00	
"	917	" Jno. T. Ludeling, for wagon & 2 mules	"		450 00	
"	920	" pay-roll, pioneer gang, Apl., 1868	"		224 75	
"	921	" " " " May, "	"		228 17	
"	922	" " " " June, "	"		345 95	
"	923	" " " extra gang crossing ties over Macon, June, '68	"		55 00	
"	924	" " " do. do.	"		45 50	

"	925	" " "	pioneer gang, July, 1868		"			361 25		
"	926	" " "	" " Aug., "		"			332 05		
"	927	" " "	" " Sept., "		"			332 79		
"	928	" " "	" " Oct., "		"			284 24		3,105 27
"	J. folio, 43	"	Jno. H. Collins, for work, temporarily repairing bridges, &c., July, 1868, as per statement No. 8, papers of E. division		"			45 75		
"	"	"	for same in Aug., '68, $\frac{do}{c}$ filed as above		"	3,991 58		294 62		340 37
1869.										
Jany. 1	J. folio, 47		Pd. W. R. Gordon, supt., for disbursements by himself & by C. McDonough for him, in Oct. & Nov., 1868, as per statement No. 7, filed with papers of E. divn		6	120		1,118 55		
"	"	"	W. R. Gordon, superintendent, for sundry disbursements, statement No. 8, filed with papers of E. Divn		"			186 02		1,304 57
"	"	"	T. J. Kennedy, for sundry bills of provisions Sept. 2, '68, as per statement 8, filed with papers of E. divn		"	1,079 73		836 50		836 50
			Amount carried forward				141,851 91			236,745 97
404)										
1868.			Amount brought forward				141,851 91			236,505 97
Dec. 31	959		Pd. Simon Atchison, for wood		6	121	17 06	53 67		
1869.										
Jany. 31	967	"	pay-roll pioneer gang, for Jany., 1869		6	90	47 38	94 78		
Apl. 30	996	" " "	" " " Novbr., 1868		6	1		336 28		
"	997	" " "	" " " Decbr., "		"	1	360 11	393 71		
"	998	" " "	extra gang removing ties Macon swp		"			22 50		
"	999	" " "	pioneer gang, E. D., Jany. to May inclu., 1869		"		376 66	761 87		1,662 71
June 30	1042	"	I. Meyers, bill for use of this $\frac{do}{c}$		5	305	158 94	339 75		339 75
Aug. 19	J. folio, 56	"	W. R. Gordon, supt., for disbursements, stat. No. 10		5	255	22 83	50 00		50 00
" 31	1043	"	Jno. W. Green, chf. engr., disbursed by him, $\frac{do}{c}$ No. 7		5	243		720 11		720 11
"	J. folio, 63	"	J. J. Owen, amt. disbursed by him for this $\frac{do}{c}$ as per statemt. No. 9, filed with papers E. divn		"		483 66	345 28		345 28
Oct. 31	J. folio, 68	"	J. H. Collins, for ferrying passengers & boarding Ward & helper, Oct. 20, '68, see V. No. 1188; ferrying Oct. 20, '68, to Jany. 31, '69, see V. p. 1168		5	182	38 03	86 40		86 40
Nov. 30	J. folio, 79	"	W. R. Gordon, supt., for superintendent's salary 1 year in charge of temporary work, Nov., '68, to Oct. 31, '69		5	152	2,168 89	5,000 00		5,000 00
1870.										
Mch. 23	J. folio, 91	"	S. Weil & Bro., sundries, July, Aug., & Sept., '67		5	39	90 67	221 90		221 90
June 10	J. folio, 103	"	Jno. Berry, amt. eng. estimate, Dec., 1868		4	325		140 65		
" "	"	"	Claibe Gayle, " " " "		"			186 28		
" "	"	"	Ricd. Turner, " " " "		"		164 69	93 00		419 93
Oct. 31	1706	"	C. McDonough, services in Nov., '68		4	182	18 02	50 00		50 00
1871.										
May 16	1907	"	J. Q. Wilcox, sundry bills, Nov., '68		3	350	3 30	10 50		10 50
Aug. 31	J. folio, 136	"	Jas. B. Askew, for hauling, &c., done on temporary work, E. divn., in 1867 & 1868		3	243	144 84	492 60		492 60

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction E. S. Division.	Time.	Interest.		
			6 31		1,500 41	
				793 81	130 00	1,630 41
1869.						
Mch. 31	980	Pd. Perkins, Livingston & Post, for chairs & spikes	5 335	29 26	61 60	
"	"	frt. on same	5 319	7,672 71	16,294 16	
			5 313	185 43	394 92	16,750 68
1869.						
May 31	1002	" Stauffer, Kent & Co., for rope	5 243		1,428 20	
June 16	1023	" Goodhue & Shawver's estimate (1st 5 miles)	"		3,527 30	
" 22	1027	" Post & Co., for hand-punch	"		1,688 17	6,643 67
Aug. 31	J. folio 56	" Doherty & Collins' final estimate repairing embankment near Cypress Bayou			4,700 00	4,700 00
"	"	" Amt. eng'r's estimate for ties	"			
"	"	" J. H. Collins, eng'r's final est. for timber	"		750 00	
"	"	" J. C. Malcomb, eng'r's est., Aug. '69. See V. 1108	"		46 44	
"	1080	" Ohio Falls Iron Works, for spikes	"		411 73	
"	1086	" H. M. Bry, lumber per estimate	"		16 55	
"	1087	" G. C. Waddill, engineer's estimate	"		515 82	
"	1088	" payments by J. W. Green, chf. engr., per statement	"		454 90	
"	1092	" Muir, Bry & Vollman, eng. est. for July				
"	1093	" " " " " " extra work for Aug				
		Amount carried forward		154,628 20	2,195 44	275,629 91
		Amount brought forward		154,628 20	2,195 44	
[105]						
1869.			5 243		223 72	
Aug. 31	1094	Pd. Muir, Bry & Vollman, eng'r's est. extra work, Aug	"		53 10	
"	1095	" Jas. Dull, eng'r's est. for Aug	"		121 50	
"	1096	" Thos. Handy, " " " "	"		99 00	
"	1097	" E. Connor, " " " "	"		327 50	
"	1098	" Jube Smith, " " " " July	"		1,011 36	
"	1099	" Town & Reed, " " " " Aug	"		2,789 84	
"	1100	" same, " " " " "	"		724 21	
"	1101	" S. P. Burke, " " " " "	"		993 30	
"	1102	" Jas. Buckner & Co. " " " " "	"		320 00	
"	1103	" J. H. Rimbold, " " " " "	"		104 30	
"	1104	" Onul & O'Shea, " " " " "	"		365 40	
"	1105	" J. S. Dixon, " " " " "	"		723 72	
"	1106	" E. T. Cunarum, " " " " "	"		135 50	
"	1107	" J. C. Malcomb, eng'r's est. extra work	"		22 57	
"	1109	" S. Spinger & Co., " estimate	"		9 90	
"	1110	" Sam. Clark, " "	"		4 95	
"	1111	" J. N. Nolly,	"		55 20	
"	1112	" F. P. Corley & Co., advtzg. for contractors	"		233 50	
"	1113	" pay-roll No. 1, E. S. D., for June, 1869	"		515 50	
"	1114	" " " " " " " July "				

"	1115	"	" " " " " " " Aug. "		"			511 25	
"	1043	"	J. W. Green, chf. engr., for payments made by him as per statement		"			3,627 53	
"	1045	"	Jas. Pugh, for cross-ties		"			65 90	
"	1046	"	G. C. Waddell, for lumber		"			147 54	
"	1047	"	J. S. Dixon, " timber and ties		"			342 35	
"	1048	"	do. bal. his 3% transferred to G. C. W		"			1,392 80	
"	1049	"	Muir, Bry & Vollman, eng'r's estimate		"			1,582 50	
"	1057	"	Spingles & Co., for lumber		"			41 04	
"	1058	"	S. P. Burk, eng'r's estimate		"			875 40	
"	1059	"	J. H. Rimbold, " "		"			2,662 39	
"	1060	"	Henry Stahlbeck, " "		"			700 00	
"	1061	"	Darrow & Barbour, " "		"			7,000 00	
"	1062	"	Aicken & McDermott, " "		"			70 00	
"	1076	"	disbursement by J. W. Green, chf. engr		"			4,227 68	
"	1079	"	F. P. Corley & Co., by ex. on S. Louis for sunds		"	20,799 54		194 40	
									34,470 23
Sept. 30	1149	"	do. for 50 kegs spikes & 15 ft. hose		5 213			532 42	
"	1150	"	A. M. Paxton, for pile-driving fittings		"			192 50	
"	1151	"	J. S. Dixon, eng'r's est. for Sept		"			575 00	
"	1152	"	S. P. Burk, " extra " " "		"			65 48	
"	1153	"	do. " " " "		"			715 04	
			Amount carried forward		.....	175,427 74		2,080 44	310,100 20
[406]			Amount brought forward		.....	175,427 74		2,080 44	310,100 20
1869.									
Sept. 30	1154		Pd. Darrow & Barbour, est. for Sept		5 213			3,000 00	
"	1155		C. T. Camman, " " "		"			1,155 12	
"	1156		S. Spingler & Co., " " "		"			325 01	
"	1157		J. C. Malcomb, extra		"			515 69	
"	1158		Towne & Reed		"			2,475 08	
"	1159		Muir, Bry & Vollman		"			1,684 59	
"	1160		do.		"			299 60	
"	1161		Williams & Chamberlain		"			327 88	
"	1162		Jube Smith, eng'r's est. for Sept		"			213 10	
"	1163		Jas. Dull, " " " "		"			74 20	
"	1164		Jube Smith, " " " Jany., Sept., '68		"			64 20	
"	1165		Harrison Shelby, for removing iron		"			7 00	
"	1168		Sundry payts. by J. W. Green, chf. engr		"			291 33	
"	1171		pay-roll, gang # 1, Delta sec., for Septr		"			500 31	
"	1172		" " extra gang between Delhi & Macon, Sept		"	5,846 46		156 00	
									13,069 55
Oct. 31	J. folio, 68	"	Doherty & Collins, eng'r's est. No. 105		5 182			2,598 95	
									2,598 95
"	1184	"	Jno. A. Peale, for sundries		"			6 95	
"	"	"	D. O. Brien, " provisions		"			3 70	
"	"	"	Wm. Long, " do.		"			20 00	
"	"	"	Geo. Smith, repairing Lucy		"			8 20	
"	"	"	H. B. Bruser, tallow-can		"			1 25	
"	"	"	Tim Hamley, Bayou Macon		"			1 00	
"	"	"	W. U. T. Co., telegrams		"			3 60	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction eastern subdivision.	Time.	Interest.		
1869.						
Oct. 31	1184	Pd. Wm. Hennessee, frt. on timber	5 182		94 63	
"	"	" ferriage on iron for lake one bridge	"		3 00	
"	1192	" Str. Grt. Republic, frt. & chgs. on 1,000 chairs	"		113 33	
"	1193	" Wm. Davis, for beef for Detwillers' men (Macon P)	"		31 76	
"	1194	" Mrs. Julia Dull, for same " "	"		11 20	
"	1195	" D. Detwilers, for potatoes " "	"		3 00	
"	1196	" Wm. Miles, " provisions " "	"		15 65	
"	1197	" H. Kinderman, " " " "	"		62 08	
"	1198	" Jno. G. Sanders, " " " "	"		908 07	
"	1199	" H. B. Richardson, sundry payts. " "	"		19 55	
"	1200	" J. C. Malcomb, eng'r's est. for Sept	"		2,045 94	
"	1201	" do. " " " Oct	"		259 58	
"	1202	" do. " " " "	"		37 32	
"	1203	" S. P. Burke, " " " "	"		947 02	
"	1204	" do. " " " "	"		64 60	
"	1205	" C. T. Canarom, " " " "	"		831 61	
"	1206	" J. S. Dixon, " " " "	"		37 80	
"	1207	" do. " " " "	"		625 00	
		Amount carried forward		181,274 20	6,155 84	325,768 70
[40]						
		Amount brought forward		181,274 20	6,155 84	325,768 70
1869.						
Oct. 31	1208	Pd. Jno. Howard, eng.'s estimate Oct	5 182		204 55	
"	1209	Aiken & McDermott, same	"		988 26	
"	1210	Towne & Reed, same	"		5,528 35	
"	1211	Jas. Buckner & Co., same	"		40 85	
"	1212	Geo. C. Maddill, same	"		194 55	
"	1213	Muir, Bry & Vollman, same	"		2,871 62	
"	1214	Do. same	"		368 00	
"	1215	W. L. Roche, same	"		249 95	
"	1216	Mrs. Hempsey, same	"		30 90	
"	1217	A. M. Paxton, same	"		201 45	
"	1218	S. Spingler & Co., same	"		91 12	
"	1219	Darrow & Barbour, same	"		1,191 50	
"	1220	Do. same	"		506 40	
"	1221	Harrison Shelby, same	"		3 75	
"	1222	Jube Smith, same	"		209 00	
"	1223	Jas. Dull, same	"		248 10	
"	1228	October pay roll, Delta gang	"		625 15	
"	1229	" " " timber gang (chatly B. Macon)	"		1,159 66	
"	1230	" " " Tarbutton's gang	"	10,506 12	983 50	
						21,242 50
Nov. 30	1233	" Moses Floyd & Ned Smith, eng.'s estimate	5 152		11 50	

"	1234	"	T. J. Harely, eng.'s est., Oct., B. Macon pier		"		38 00	
"	1235	"	H. Kinderman, provisions do		"		24 65	
"	1237	"	J. Hoffman, " do		"		88 34	
"	1239	"	S. Smith & Co., Louisville Bridge & Iron Co., for Tensas bridge		"		6,448 00	
"	1240	"	H. Kinderman, provisions (Tim Hanley)		"		24 45	
"	1241	"	J. Hoffman, " (Macon P.)		"		88 65	
"	1242	"	Singlmer & Mullen, " (Tim Hanly)		"		91 41	
"	1243	"	Wm. Davis, beef, (Macon pier)		"		41 09	
"	1243	"	W. Hennesee, for freighting lumber, Vkbg. to Delta		"		74 82	
"	1245	"	Walton Whatley, sunds., Tensas pier		"		265 00	
"	1246	"	U. F. Wilcox, provisions, " "		"		99 80	
"	1261	"	J. W. Green, chf. engr., V. & 1261, payments to—		"			
"	"	"	Hoggatt Brothers, for ties, timber,	$539 00	"			
"	"	"	Str. Olive Branch, frt. on sunds.,	15 00	"			
"	"	"	" Pauline Carroll, " " hand car,	10 00	"			
"	"	"	Lee, Richardson & Co., sundries,	35 50	"			
"	"	"	J. A. Peale & Co., for lantern,	1 50	"			
"	"	"	U. S. Fire & Marine Insce. Co., insce. Tensas bridge,	48 75	"			
"	"	"	W. U. T. Co., telegrams beyond limits,	3 00	"			
"	"	"	Traveling expenses & sund. items,	58 40	"		711 15	
			Amount carried forward			191,780 32	8,006 89	347,011 20
[40*]			Amount brought forward			191,780 32	8,006 89	347,011 20
1869.								
Novbr. 30	1262	Pd.	J. W. Clark, eng.'s est. for Novbr., '69	5 152			335 67	
"	1263	"	Muir, Bry & Vollman, same		"		2,955 75	
"	1264	"	Towne & Reed, same		"		2,428 89	
"	1265	"	do. extra, same		"		446 40	
"	1266	"	Tom Bynum, same		"		957 60	
"	1267	"	Williams & Chamberlain, same		"		1,569 97	
"	1268	"	W. L. Roche, same		"		1,061 43	
"	1269	"	Jno. S. Dixon, same		"		436 00	
"	1270	"	Jas. Donnegan, same		"		254 98	
"	1271	"	Lee, Richardson & Co., same		"		40 57	
"	1272	"	Geo. C. Waddill, same		"		51 70	
"	1273	"	Henry Jones, same		"		141 12	
"	1274	"	C. T. Cannaran, same		"		1,072 10	
"	1275	"	J. H. Rimbold, same		"		781 85	
"	1276	"	Darrow & Barbour, same		"		2,500 00	
"	1277	"	Hoggatt Brothers, same		"		203 64	
"	1278	"	Goodhue & Shawver, same		"		291 70	
"	1279	"	A. M. Paxton & Co., same		"		38 55	
"	1280	"	Aiken & Dermott, same		"		1,460 17	
"	1281	"	same, extra, same		"		49 87	
"	1282	"	J. C. Malcomb, same		"		1,647 01	
"	1283	"	S. P. Burke, final, same		"		1,216 30	
"	1284	"	do. same		"		805 27	
"	1285	"	pay roll timber gang, Macon pier, Novr., '69		"		1,048 38	
"	1286	"	" " Tim Hanley's gang, " "		"		404 09	
"	1287	"	" " Tensas pier gang, Oct. & Novr., "		"		840 68	
"	1288	"	" " enginemen & firemen constn., " "		"		226 25	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction eastern subdivision.	Time.	Interest.		
1869.						
Novbr. 30	1200	Pd. H. W. McLemere & Son, provisions, Macon pier	5 152		18 00	
"	J folio, 77	" Str. Luminary, frt. on Tensas bridge, see V. 1200	"		1,318 55	31,290 83
"	"	" " Olive Branch, " " hand-cars	"		20 00	
"	"	" Doherty & Collins, eng.'s est. (No. 110) for Nov., 1869	"	14,479 04	749 55	1,338 55
Decr. 31	J folio, 78	" same. same. " Decbr., '69	5 121		2,120 73	749 55
"	1291	" Jube Smith, for loading timber, B. Macon pier	"		12 50	2,120 73
"	1293	" J. Hoffman, " provisions, Tensas pier	"		103 63	
"	"	do. " " B. Macon "	"		71 69	
"	1294	" E. S. Austin, " bread, " "	"		10 00	
"	1295	" J. Hoffman, " provisions, " "	"		35 68	
"	1298	" Floyd & Dundas, lock for engine-house	"		3 00	
"	"	" Moore & Co., sundries, " Macon pier	"		18 65	
"	1302	" J. Hoffman, provisions, Hanley's gang	"		145 80	
"	1303	" Do. " Macon pier	"		27 67	
		Amount carried forward	.....	206,259 36	428 62	382,510 86
[409]						
1869.		Amount brought forward	.....	206,259 36	428 62	382,510 86
Dec. 31	1305	Pd. F. P. Corley, chairs, frogs, &c	5 121		1,352 73	
"	1316	" J. G. Sanders, sunds. for Macon pier	"		127 43	
"	1317	" J. R. Clemmens, extra work at Tensas	"		25 00	
"	1318	" A. Barnett, " " " "	"		27 00	
"	1319	" W. F. Wilcox, for oil for Ouachita	"		4 00	
"	1320	" Lamkin & Eggleston, sunds. for Tensas	"		50 75	
"	1321	" L. Richardson & Co., " " "	"		92 19	
"	1322	" Dundas & Floyd, " " "	"		404 71	
"	1327	" Darrow & Barbour, eng.'s est., Dec., extra	"		2,697 10	
"	1328	" same, " " "	"		1,728 46	
"	1329	" Aiken & Dennott, " " "	"		2,035 28	
"	1329	" same, " " " extra	"		139 50	
"	1330	" S. Spingler & Co., " " "	"		382 94	
"	1331	" Oliver Matthews, " " "	"		55 55	
"	1332	" S. C. Guess, " " "	"		179 30	
"	1333	" William Grant, " " "	"		41 00	
"	1334	" S. S. Morris, " " "	"		61 11	
"	1335	" Jno. Brant, " " "	"		151 42	
"	1336	" Tom Bynum, " " "	"		5,939 96	
"	1336	" same, " " " extra	"		129 65	
"	1337	" J. W. Clark, " " "	"		297 86	

"	1338	"	J. C. Malcomb, " " "		"			2,133 95	
"	1339	"	same, " " "	extra	"			989 47	
"	1340	"	Williams & Chamberlain, eng.'s est., Dec		"			1,413 51	
"	1340	"	same, " " "	extra	"			155 25	
"	1341	"	Henry Jones, " " "		"			585 60	
"	1341	"	same, " " "	extra	"			247 50	
"	1342	"	same, " " "		"			241 82	
"	1343	"	W. H. Witt, " " "		"			124 24	
"	1343	"	same, " " "		"			12 50	
"	1344	"	Jno. S. Dixon, " " "		"			600 46	
"	1344	"	same, " " "		"			157 65	
"	1345	"	Jno. Hannigan & Co., " " "		"			2,085 10	
"	1346	"	J. H. Rinbold, " " "		"			217 82	
"	1347	"	same, " " "	final	"			1,004 26	
"	1348	"	S. P. Burke, " " "		"			1,147 53	
"	1348	"	same, " " "	extra	"			95 87	
"	1349	"	August Smith & Co., " " "		"			337 28	
"	1350	"	Jas. Donnagan, " " "		"			1,017 05	
"	1351	"	W. L. Roche, " " "		"			1,650 61	
"	1352	"	A. F. Goodhue, " " "		"			567 75	
			Amount carried forward				206,259 36	31,136 78	382,510 86
[410]			Amount brought forward				206,259 36	31,136 78	382,510 86
1869.									
Dec. 31	1353	Pd. Horace Parker, eng.'s est. for Decr., '69			5 121			230 00	
"	1354	"	T. W. Nelson, " " " " "		"			4,500 00	
"	1355	"	J. J. Baldwin, " " " " "		"			360 00	
"	1356	"	M. T. Edwards, " " " " "		"			8 19	
"	1357	"	Muir, Bry & Vollman, " " "		"			2,576 54	
"	1358	"	H. M. Bry, " " "		"			68 14	
"	1359	"	W. R. Gordon, " " "		"			214 50	
"	1360	"	am't disbursed by J. W. Green, chf. engr		"			261 85	
"	1361	"	engineemen & firemen, &c., for constrn. train		"			240 75	
"	1362	"	Decr. pay-roll for Tensas pier gang		"			960 31	
"	1363	"	" " " " Tim Hanley's "		"			301 62	
"	1364	"	" " " " Macon pier "		"		18,890 12	1,233 00	
"	1323	"	H. B. Richardson, sundry expenditures		"			38 24	42,129 92
1870.									
Jany. 31	1367	"	J. Hoffman, for provisions. Macon pier		5 99			25 25	
"	1368	"	do., " " "		"			14 80	
"	1369	"	do., " " "		"			35 25	
"	1373	"	J. M. Johnson, for 6 hhds. coal		"			51 00	
"	1380	"	Walton M. Whatley, beef for Tensas		"			38 02	
"	1381	"	Lamkin & Eggleston, provisions for Tensas		"			246 59	
"	1382	"	W. L. Roche, January estimate for ties		"			2,857 26	
"	1383	"	Goodhue & Shawver, Jany. estimate		"			185 18	
"	1384	"	Ryan & Bro., " "	wood-shed	"			300 00	
"	1385	"	Jas. Donnegan, " "	ties	"			511 22	
"	1386	"	Jno. Honnigan & Co., " "	"	"			697 05	
"	1387	"	Wm. Grant, " "	Will "(Barnes)"	"			17 00	
"	1388	"	J. B. Reed, " "	S. track delta	"			189 47	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction eastern subdivision.	Time.	Interest.		
1870.						
Jany. 31	1389	Pd. Simon Belknap, Jany. estimate, ties	5 90		246 95	
"	1390	" Henry Jones, " " extra	"		95 00	
"	1391	" do., " " track	"		753 18	
"	1392	" do., " " ties	"		642 08	
"	1393	" S. P. Burke, " " track	"		1,318 41	
"	1394	" do., " " extra	"		826 45	
"	1395	" S. C. Guess, " " ties	"		435 00	
"	1396	" do., " " extra	"		33 00	
"	1397	" J. S. Dixon, " " bridging	"		220 48	
"	1398	" J. H. Rimbold, " " do.	"		373 93	
"	1399	" J. C. Malcomb, " " timber & ties	"		425 11	
"	1400	" do., " " Despair & Dispute	"		1,514 63	
"	1401	" J. Hoffman, provisions, Macon pier, &c	"		170 52	
"	1402	" Tim Hanley's Jany. py. roll, track gang	"		340 32	
"	1403	" Malcomb's " " Tensas bridge	"		1,141 71	
		Amount carried forward		225,149 48	13,704 86	424,640 78
		Amount brought forward		225,149 48	13,704 86	424,640 78
[411]						
1870.						
Jany. 31	1404	Pd. Jany. p. roll, enginemen & firemen	5 90		250 00	
"	1408	Disbursements by J. W. Green, chf. engr., V. § 1408	"		451 91	
"	1408	W. T. Wilcox & Bro., for Tensas bridge &c	"		25 50	
"	1408	Str. Era, frt. on lumber			43 02	14,475 29
"	J. folio, 85	" Doherty & Collins, chf. eng.'s estimate for Jany., 1870	"	7,319 56	2,952 30	2,952 30
Feby. 28	J. folio, 89	" Vicksburg bk. frt. on spikes, see V. § 1422	5 62		50 00	
" "	"	" same, " & chgs. on hand car	"		16 00	66 00
" "	"	" Doherty & Collins, chf. eng.'s estimate for Feby., '70	"		3,035 53	3,035 53
"	.....	" Payments made by Jno. W. Green, chf. eng., see V. § 1422, viz.:	"		89 22	
"	1422	" W. Hennesee, for transptg. lumber for platform	"		70 49	
"	"	" H. B. Richardson, sundries	"		27 00	
"	"	" J. W. Green, sundry expenditures	"		467 23	
"	"	" Hoggatt & Bro., tie timber	"		8 00	
"	"	" Vicksburg Herald for printing	"		1,369 61	
"	1413	Pd. Bry, Muir & Vollman, engr.'s est., Jany. '70	"		134 00	
"	1423	" E. S. Austin, for bread, Macon pier, &c	"		1,015 18	
"	1424	" Macon pier p. roll for January, '70	"		233 00	
"	1428	" enginemen & firemen, E. S. division	"		282 00	
"	1429	" Tim Hanley's py. roll, track gang	"	3,193 58	944 20	
"	1430	" January py. roll, Tensas pier gang				4,639 33

Mch. 22	1435	"	Str. Camelia, frt. on pile-driver, to be used on temporary trestle E. of Macon	5	40	14 31	35 00		
24	1437	"	A. M. Paxton & Co., Jany. &c		38		11 90		
"	1437	"	do., Feby. &c			"	398 05		
"	1438	"	Lamkin & Eggleston, sunds. for Tensas			"	129 00		
"	1439	"	U. F. Wilcox, O. & chains			"	28 20		
"	1440	"	Lee, Richardson & Co., sundries			"	85 20		
"	1441	"	Wm. Morrow, eng.'s estimate for Feby			"	369 95		
"	1442	"	Simon Belknap, " " "			"	470 91		
"	1443	"	Williams & Chamberlain, " " "			"	65 30		
"	1443	"	do., " " Jany			"	89 88		
"	1445	"	Richd. Turner, " " "			"	137 20		
"	1446	"	J. W. Clark, earthwork, " " "			"	1,044 79		
"	1447	"	do., c. ties, " " "			"	95 12		
"	1448	"	do., lumber, " " "			"	47 80		
"	1449	"	do., c. ties, " " Feby			"	538 00		
"	1450	"	G. C. Waddill, " " "			"	15 30		
"	1451	"	do., " " Jany			"	22 37		
"	1452	"	Jno. Brant, " " "			"	1,193 92		
"	1453	"	do., " " Feby			"	2,069 02		
"	1454	"	U. F. Wilcox & Co., " " Jany			"	1,494 10		
			Amount carried forward			235,676 93	8,341 01		419,809 83
[412] 1-70.			Amount brought forward			235,676 93	8,341 01		419,809 83
Mch. 24	1455	"	Pd. U. F. Wilcox & Co., eng.'s est. for Feby	5	38		1,017 23		
"	1456	"	Tom Bynum, " " " Jany			"	6,440 80		
"	1457	"	do., " " " Feby			"	429 92		
"	1458	"	do., " " " do.			"	1,228 11		
"	1459	"	Ryan & Bro., " " " do.			"	600 00		
"	1460	"	Wm. Grant, " " " do.			"	33 00		
"	1461	"	S. Spingler & Co., " " " Jany			"	322 65		
"	1462	"	do., " " " Feby			"	669 21		
"	1463	"	Jno. Hennigan & Co., eng.'s est. for Jany			"	1,405 94		
"	1464	"	W. L. Roche, " " " Feby			"	304 55		
"	1465	"	J. S. Dixon, " " " Jany			"	502 98		
"	1466	"	W. H. Witt, " " " "			"	166 56		
"	1467	"	do., " " " Feby			"	39 60		
"	1468	"	do., " " " "			"	135 00		
"	1469	"	Henry Jones, " " " "			"	587 97		
"	1470	"	do., " " " "			"	24 15		
"	1471	"	do., " " " "			"	1,145 28		
"	1472	"	do., " " " "			"	771 25		
"	1473	"	Aug. Smith & Co., " " " "			"	1,054 30		
"	1474	"	do., " " " Jany			"	2,145 27		
"	1475	"	Jas. Donnegan, " " " Feby			"	1,981 90		
"	1476	"	S. P. Burke, " " " "			"	346 89		
"	1477	"	do., " " " "			"	2,543 40		
"	1478	"	J. H. Rimbold, " " " Jany			"	187 50		
"	1479	"	do., " " " Feby			"	31 80		
"	1480	"	do., " " " "			"	1,064 32		
"	1481	"	J. C. Malcomb, " " " "			"	668 22		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. and T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction eastern subdivision.	Time.	Interest.		
1870.						
Mch. 24	1482	Pd. J. C. Malcomb, eng.'s est. for Feby	5 38		174 72	
"	1483	" do., " " " "	"		777 42	
"	1484	" do., extra, " " " Jany	"		231 31	
"	1485	" do., " " " Feby	"		475 49	
"	1486	" do., " " " "	"		500 00	
"	1487	" J. B. Reed, " " " "	"		376 35	
"	1488	" Darrow & Barbour, " " " Jany	"		133 54	
"	1489	" do., " " " "	"		222 72	
"	1490	" do., " " " "	"		1,897 20	
"	1491	" do., " " " "	"		731 52	
"	1492	" do., " " " Feby	"		178 30	
"	1493	" do.,	"	16,332 42	130 56	
						40,021 94
			5 1		105 95	
Apl. 30	J. f. 95	" Hoggatt Bros., eng.'s estimate for March	1	62 51	50 25	156 20
"	"	" Str. Leonidas, frt. on 67 kegs R. R. spikes				
		Amount carried forward		252,071 86		489,987 97
[413]						
1870.		Amount brought forward		252,071 87		489,987 97
April 1	1494					
"	1494	Pd. Muir, Bry & Vollman, Feby. estimate	5 30		29 97	
"	1495	" Henry Kinderman, provs. Henly's gang	"		61 90	
"	1496	" payts. by J. W. Green, chf. engr., see V. 8 1496	"	275 31	519 08	
"	1498	" Oliver & Byrne, provs. for Henley's gang	5 6		66 06	
25	1511	" Henry Kinderman, " " " "	"		55 40	
"	1512	" Muir, Bry & Vollman, eng.'s est. for Mch.	"		1,104 03	
"	1513	" Guess & Walsh, " " " "	"		528 00	
"	1514	" Jno. Walsh, " " " "	"		90 00	
"	1515	" J. H. Rimbold, " " " "	"		1,069 57	
"	1516	" Henry Jones, " " " "	"		140 62	
"	1517	" do. " " " "	"		152 20	
"	1518	" do. " " " "	"		236 75	
"	1519	" do. " " " "	"		130 05	
"	1520	" do. " " " "	"		584 27	
"	1521	" do. " " " "	"		356 25	
"	1522	" S. P. Burke, " " " "	"		1,526 62	
"	1523	" Auguste, Smith & Co., " " " "	"		1,197 20	
"	1524	" Tom Bynum, " " " "	"		72 36	
"	1525	" J. C. Malcomb, " " " "	"		658 81	
"	1526	" do. " " " "	"		1,535 49	
"	1527	" do. " " " "	"		805 98	
"	1528	" U. F. Wilcox & Co., " " " "	"		587 45	
"	1529	" Francis Timmons, " " " "	"		1,030 25	
"	1530	" S. C. Guess,	"	4,861 01	250 86	

	30	1536	"	Mike Fry, for round piles at Cow's Bayou	5	1		108 00	
	"	1537	"	February p. roll for Macon pier	"	"		423 37	
	"	1538	"	Mch. p. roll, Detwiler's gang, Cow Bayou	"	"		162 00	
	"	1539	"	" " Dull's " " "	"	"		136 15	
	"	1540	"	carpenters' platforms, water-stations, &c	"	"		202 00	
	"	1541	"	Mch. p. roll, Tim. Hanley's track-gang	"	"		286 39	
	"	1542	"	" " Tensas pier-scaffold, &c	"	"		618 25	
	"	1544	"	by Jno. W. Green, chf. eng., telegram to St. Louis, V. 1544	"	"		3 30	
	"	1544	"	do, to J. W. Clarke, hire of mule	"	"		12 00	
	"	1547	Pd.	Jas. Dull, for round piles at Cow Bayou	"	"	889 84	272 00	
	May 31	1556	"	Stauffer, Kent & Co., for sundries	4	335		402 76	
	"	1557	"	H. Kinderman, provs. for Hanley's gang	"	"		109 40	
	"	1558	"	J. M. Adams, for eng's estimate for April	"	"		2,177 23	
	"	1559	"	Lee, Richardson & Co., " " " "	"	"		155 62	
	"	1560	"	A. M. Paxton & Co., " " " "	"	"		78 35	
	"	1561	"	J. W. Clarke, " " " "	"	"		991 24	
	"	1562	"	Jno. Walsh, " " " "	"	"		351 77	
				Amount carried forward			258,098 02	19,279 00	489,987 97
(414)									
1871.				Amount brought forward			258,098 02	19,279 00	489,987 97
May	31	1563	Pd.	Guess & Walsh, eng's estimate for April	4	335		413 65	
	"	1564	"	Tom Bynum, " " " "	"	"		59 77	
	"	1565	"	do. " " " "	"	"		73 32	
	"	1566	"	S. Spingler & Co., " " " Mch	"	"		237 15	
	"	1567	"	Francis Timmons, " " " Apl	"	"		500 00	
	"	1568	"	Auguste Smith & Co., " " " "	"	"		1,000 00	
	"	1569	"	J. H. Rimbold, " " " "	"	"		305 66	
	"	1570	"	do. " " " Mch	"	"		69 00	
	"	1571	"	J. McCormick, " " " Apl	"	"		41 85	
	"	1572	"	S. P. Burke, " " " "	"	"		1,653 77	
	"	1573	"	do. " " " "	"	"		809 19	
	"	1574	"	J. C. Malcomb, " " " "	"	"		1,592 40	
	"	1575	"	do. " " " "	"	"		197 54	
	"	1576	"	do. " " " "	"	"		780 12	
	"	1577	"	do. " " " "	"	"		60 52	
	"	1578	"	do. " " " Mch	"	"		375 77	
	"	1579	"	Robt. Spencer, " " " Apl	"	"		525 40	
	"	1580	"	Doherty & Collins, " " " Mch	"	"		540 95	
	"	1581	"	Henry Jones, " " " Apl	"	"		1,401 13	
	"	1582	"	U. F. Wilcox & Co., " " " "	"	"		539 23	
	"	1583	"	Lee, Richardson & Co., for sundries	"	"		72 69	
	"	1584	"	Ryan & Bro., lumber for wood-shed	"	"		17 50	
	"	1586	"	F. P. Corley, bill this a/c, Mar. 31, '70	"	"		482 80	
	"	1586	"	do. do. for spikes, Apl. 5, '70	"	"		472 46	
	"	1588	"	Apl. p. roll, gang Cow Bayou	"	"		277 35	
	"	1589	"	" " Dull's gang, " "	"	"		256 37	
	"	1590	"	" " Detwiler's " "	"	"		322 00	
	"	1591	"	" " Dedrick's " "	"	"		581 88	
	"	1592	"	" " Hanley's "	"	"		416 58	
	"	1593	"	" " platform & turn-table gang	"	"	7,310 75	192 00	
									33,547 05

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction eastern subdivision.	Time.	Interest.		
1871.						
June 10	J. folio, 102	Pd. str. Leonidas, frt. on 25 kegs spikes (for Vksbg. Bk.)	4 325		20 00	20 00
"	"	" Doherty & Collins, chf. eng.'s estimate for Apl	"		395 06	
"	"	" W. Whatley, " " " " Mch., '70	"		102 90	
"	"	" J. Hunnigan & Co., " " " " "	"		578 85	
"	"	" do. " " " " Apl	"		101 60	
"	"	" Jas. Donnegan, " " " " "	"		526 10	
"	"	" Darrow & Barbour, " " " " "	"		14 50	
"	"	" J. W. Neilson, " " " " "	"		1,916 15	
"	"	" Heffner & Irwin, " " " " Feby	"		85 25	
"	"	" Ware, " " " " "	"		10 29	
"	"	" do. " " " " Mch	"		70 26	
		Amount carried forward		265,408 77	3,800 96	523,555 02
[415]						
1870.		Amount brought forward		265,408 77	3,800 96	523,555 02
June 10	J. folio, 102	Pd. Wm. Marrow, eng.'s est., for March	4 323		193 80	
"	"	" Simon Belknap, " " " "	"		878 64	
"	"	" Jno. Howard, " " " Jany.	"		8 08	
"	"	" J. C. Malcomb, " " " Mch	"		619 40	
"	"	" J. W. Clark, " " " "	"		388 52	
"	"	" do. " " " Apl	"		89 42	
"	"	" Est. E. M. Lane, " " " May	"		685 60	
"	"	" Mrs. L. A. Pugh, " " " " paid by J. W. Green, ch. engr., during mo. of May, '70	"	2,713 81	234 70	6,899 12
"	1597	" Hoggatt & Bro., for tie timber, on Apl. estimate (v. 8 1597)	4 334		51 70	
"	1597	" Jas. Donnegan, March estimate	"		350 00	
"	1597	" sundry expenditures, including telegrams	"	192 81	87 45	489 15
30	J. folio, 104	" str. Alaska, frt. on spikes (per Vksbg. Bk)	4 305		30 00	
		" " Natchez, " " sundries	"		2 00	32 00
30	1605	Pd. S. Belknap, for round piles, Cow Bayou	4 305		34 50	
"	1606	" H. Kindermann, provisions &c., Hanly	"		13 70	
"	1611	" P. roll, Feby., '70, Macon Pier	"		351 84	
"	1612	" " May, '70, Hanly's gang	"		319 38	
"	1613	" " " " Cow Bayou	"		396 00	
"	1614	" " " " "	"		552 37	
"	1615	" " June, " Hanly's gang	"		263 45	
"	1616	" " " " Cow Bayou "	"		533 22	
"	1617	" " " " " "	"		425 73	
"	1618	" " May, " carpenters, &c., esd	"		210 25	
"	1619	" " June, " " &c., "	"		179 00	

"	1623	"	"	Hoggatt Bros., May est., for timber	"	1,297 44	34 40		
									3,313 84
July 31	J. folio, 107	"	F. P. Corley & Co., 25 kegs spikes, May 4, '70		4 274		241 40		
"	"	"	do. 25 " " June 15, '70		"		241 40		
"	"	"	do. Bill large spikes, for Cow Bayou, July 19		"		53 01		
"	"	"	Geo. C. Waddell, engr.'s est., May, '70 (Adams)		"		595 00		
"	"	"	J. W. Clark, " " " "	ties	"		1,323 92		
"	"	"	do. " " " "	timber	"		308 91		
"	"	"	Jacob Litchlighter, " " " "	tank	"		160 00		
"	"	"	F. Timmons, " " " "	ties	"		440 95		
"	"	"	Muir, Bry & Vollman, " " " "	final	"		266 62		
"	"	"	do. " " Apl. "	extra	"		301 00		
"	"	"	J. C. Malcomb, " " June, "	ties	"		181 00		
"	"	"	do. " " May, "		"		1,298 29		
"	"	"	do. " " " "		"		351 11		
"	"	"	do. " " June, "		"		958 62		
"	"	"	S. P. Burke, " " May, "		"		263 01		
[416]			Amount carried forward			269,612 83	7,564 24		534,289 13
1870.			Amount brought forward			269,612 83	7,564 24		534,289 13
July 31	J. folio, 107	Pd.	S. P. Burke, eng.'s est., June, '70		4 274		718 47		
"	"	"	do. " " "		"		979 41		
"	"	"	Aug. Smith & Co., " " May, "		"		914 98		
"	"	"	J. M. Adams, " " "		"		2,326 82		
"	"	"	do. " " June, "		"		1,164 47		
"	"	"	do. " " "		"		233 50		
"	"	"	do. " " "		"		128 03		
"	"	"	do. " " "		"		235 37		
"	"	"	S. Spingler & Co., " " July, "		"		105 00		
"	"	"	A. M. Paxton & Co., " " "		"		86 10		
"	"	"	Doherty & Collins, " " June, "		"	5,644 40	372 70		
									14,819 09
Aug. 31	1624	"	J. Bishop, for use of boat at Cow Bayou		4 243		84 00		
"	1625	"	C. E. Stackhouse, for round piles		"		131 60		
"	1626	"	Moore & Co., sundries, for this $\frac{3}{4}$c.		"		128 75		
"	1632	"	J. H. Rimbold, Henley Bayou & Tensas		"		72 98		
"	1633	"	A. M. Paxton & Co., May bill for this $\frac{3}{4}$c.		"		100 95		
"	1633	"	do. July bill " " "		"		459 05		
"	1634	"	Henry Jones, eng.'s estimate for May		"		2,027 29		
"	1634	"	do. " " " June		"		1,333 85		
"	1640	"	J. H. Rimbold, " " " May		"		1,218 04		
"	1640	"	do. " " " June		"		1,585 41		
"	1668	"	W. J. Davis, for beef, Macon pier		"	2,692 05	56 09		
									7,198 01
Oct. 31	1726	"	Jas. Dull, for round piles, Cow Bayou		4 182		154 50		
"	1727	"	Wm. Shea, " for tube-well at Barnes		"		74 87		
"	1670	"	Z. P. Dedrick, extra time, at Cow Bayou		"		14 37		
"	1707	"	H. M. Bry, lumber, for Delta platform		"		80 54		
"	1709	"	f. & chgs. on spikes, Cow Bayou		"		3 61		
"	1710	"	W. B. Tarbutton, hauling, for Macon pier		"	140 33	64 50		
									389 39

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction eastern subdivision.	Time.	Interest.		
1870.						
Nov. 18	1750	Pd. J. M. Adams, for depot building, Delta	4 164		2,100 00	
"	1750	" do. lumber, for cattle-pen	"		25 00	
"	1751	" do. ties and lumber, Cow Bayou	"		76 25	
"	1754	" Jube Smith, round piles, do.	"		44 00	
"	1755	" W. B. Tarbutton, for horse	"		150 00	
"	1756	" T. Bynum, engr. supplemental estimate	"		903 46	3,298 71
"	J. folio, 121	" Lee, Richardson & Co., for sundries	"		78 52	
"	"	" Lamkin & Eggleston, "	"		69 50	
"	"	" Jno. G. Sanders, "	"	1,302 71	208 00	356 02
1871.						
Jany. 31	1776	" T. C. Rice, earthwork, Delta siding	4 90	65 12	191 62	191 62
				279,457 74		560,541 97
[417]						
				279,457 44		560,541 97
1866.						
Feby. 17	5	Pd. Abbay & Co., for oil	9 73	76 10	103 40	
" 19	7	" McCutchen & Hubbel, for tools	9 71		16 40	
" "	8	" Rawes & Prague, for timber (oak)	"	118 37	144 50	
Mch. 15	29	" E. S. Austin & Co., for oil	9 47	7 66	10 50	
Apl. 30	61	" Apl. p.-roll for shop gang	9 1	368 03	511 00	785 80
			8 358	17 27	24 00	
May 8	72	" W. W. Noble, for hauling car-irons	8 355		372 74	
" 11	75	" Folger & Co., for materials	"	270 13	3 00	
" "	78	" I. I. Darby, sundry disbursements	8 351	180 06	250 75	
" 15	82	" J. H. Seavy's expenses to Philadelphia & back	8 345	18 44	25 72	
" 23	90	" H. M. Bry, for lumber for fender	8 335	389 60	545 37	
" 31	124	" machinists' p.-roll for May	8 334		49 06	
June 1	129	" A. B. Charpentier, expenses h. car	"	55 00	27 93	
" "	130	" Folger & Co., for swedge block	8 325		62 50	
" 10	139	" F. Endom, painting roof of box-cars	"	46 78	3 15	
" "	140	" Str. Idahoe, frt. on sundries	8 323		80	
" 12	145	" Chapman & Lane, for brushes	"	5 46	7 12	
" "	146	" Mitchel Allen, for waste	8 310	28 04	39 58	
" 25	153	" Str. Idahoe, frt. from N. O. on part of engines	8 307	2,205 18	3,113 66	
" 28	154	" M. W. Baldwin & Co., for machinery	8 305		68 00	
" 30	176	" T. Naughton, repairing roof p. cars	"	432 45	543 00	
" "	177	" machinists' p. roll for June				5,136 38
			8 293	26 87	38 22	
July 12	204	" F. Endom, for sundries	8 291		66 76	
" 14	206	" Jno. Armstrong & Co., sundries	"	125 67	111 67	
" "	207	" Folger & Co., for materials				

	27	217	" do. " do.						
	"	218	" do. " do.						
	31	219	" Jolly Holmes, hauling water, &c						
Aug.	1	238	" machinists' p. roll for July						
	29	264	" A. B. Carpentier, expenses on parts of engines						
	31	306	" Folger & Co., for materials						
	"	308	" bal. machinists' p.-roll for August						
	"	309	" F. Endom, for sundries						
			do. " painting engine Macon						
Sept.	18	316	" Str. Judge Fletcher, frt. on materials						
	22	319	" Jno. Armstrong & Co., castings for whistle						
	24	320	" Str. Judge Fletcher, frt. on car-trimmings						
	26	321	" A. Brousseau & Co., for car-trimmings						
	"	322	" W. & J. McCracken, per Waddell, car-trimgs						
	30	323	" Folger & Co., sundry materials						
	"	343	" Thos. Naughton, for sundries						
	"	344	" Mitchel Allen, for waste						
	"	345	" Str. Idahoe, frt. iron, sheet-iron						
		346	" H. M. Bry, for lumber						
[418]									
1866.			Amount carried forward						
Sept.	30		Amount brought forward						
	"	361	Pd. Septr. p.-roll, machinist gang, balance						
		362	" " " carpenters (dismantling old cars)						
Oct.	5	364	" Str. Idahoe, frt. on wrought nails						
	13	368	" " Bart Able " " "						
	29	379	" do. " grate-bars, &c						
	31	380	" Jolly Holmes, for water at shops						
	"	408	" Octbr. p.-roll for machinist gang						
Novbr.	6	420	" Str. Bart Able, frt. on sundries						
	10	423	" W. A. Lane, jr., sundries for shop						
	13	424	" Str. Vicksburg, frt. on wheels for secn. cars						
	18	425	" " America " " iron, oil, &c						
	19	427	" Thos. Naughton, sundries for shops						
	20	428	" Str. Idahoe, frt. on 3 kegs nuts						
	24	429	" Thos. Fullum, drayage						
	26	431	" Str. Vicksburg, frt. on materials						
	30	432	" Mitchel Allen, for rags used as waste						
	"	433	" B. F. Aswell " " " "						
	"	441	" H. M. Bry, for seasoned cypress						
	"	442	" Peter Ezelius, for leather						
	"	443	" &c machinist p.-roll for November						
Dec.	31	501	" Thos. Naughton, for sundries						
	"	502	" Folger & Co., " "						
	"	530	" bal. Decbr. p.-roll for machinist gang						

						8	278		
							"		
						8	274	60 97	
						8	273	246 01	
						8	245	305 29	
						8	243	397 84	
							"		
							"	568 47	
						8	225		
						8	221	3 29	
						8	219	14 83	
						8	217	7 05	
							"		
							"	513 09	
						8	213		
							"		
							"		
							"	33 15	
								285, 978 54	
								285, 978 54	
						8	213		
							"	479 99	
						8	208	34	
						8	200	33	
						8	184	5 45	
						8	182		
							"	590 43	
						8	176	3 40	
						8	172	6 38	
						8	169	12 20	
						8	164	4 74	
						8	163	26 37	
						8	162	1 02	
						8	158	8 10	
						8	156	12 66	
						8	152		
							"		
							"		
							"		
							"	503 07	
						8	121		
							"		
							"	770 85	

								66 40	
								20 40	
								351 00	
								435 70	
								572 89	
								532 00	
								12 20	
								275 00	
								4 75	2, 482 31
								21 50	
								10 25	
								367 25	
								154 80	
								223 48	
								26 50	
								6 63	
								1 00	
								14 14	
								830 30	568, 946 49
								830 30	568, 946 49
								623 50	
								74 87	
								50	1, 528 67
								50	
								8 00	
								46 50	
								821 25	
								5 00	876 75
								9 45	
								18 00	
								7 00	
								39 00	
								1 50	
								12 00	
								18 75	
								5 37	
								3 12	
								47 52	
								4 00	
								686 62	
								29 75	857 33
								241 66	
								884 50	
									1, 155 91

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Rolling stock.	Time.	Interest.		
1867.						
Jany. 29	547	Pd. Str. Vicksburg, frt. on sheet-iron	8 92	66	1 00	
31	548	" " Grey Eagle, frt. on head-lights, &c	8 90	----------	10 00	
"	549	" H. M. Bry, for rebuilding 10 platform cars	" "	----------	1,768 00	
"	580	" Jno. Armstrong & Co., for sundry castings	"	----------	446 90	
"	581	" January p.-roll for machinist gang	"	2,249 36	1,183 25	3,409 15
Feby. 28	587	" W. A. Lane, jr., for sundries	8 62	3 92	6 00	
Mch. 4	627	" Str. Idahoe, frt. on smoke-stacks, &c	8 58	14 04	21 50	
" 8	631	" Thos. Naughton, for sundries	8 54	16 46	25 25	
" 11	634	" Cooper Breard, for hauling ash log to mill	8 51	----------	5 00	
"	635	" F. Endom, for sundries	"	173 25	261 00	
" 12	636	" Str. Vicksburg, for sundries	8 50	6 67	10 25	
May 26	659	" Str. Idahoe, frt. on wheels to N. O	7 340	26 06	41 00	
July 2	672	" Str. Homeyer, for coal and frt	7 339	1 40	2 25	
"	673	" " Idahoe, frt. from N. O. on driving wheels	7 303	----------	36 10	
" 22	678	" Fred. Endom, for sundries	"	38 32	25 00	
" 26	679	" Str. Idaho, frt. from N. O. on truck wheels, Julia Reed	7 283	23 05	37 00	
" 31	709	" 31st March, p.-roll for machinist gang	7 279	9 81	15 75	
[419]		Amount carried forward	7 274	731 41	1,178 00	
				201,698 28	1,664 10	576,774 30
1867.						
July 31	710	" April p.-roll for machinist gang	------	291,698 28	1,664 10	576,774 30
"	711	" June " " " "	7 274	----------	1,630 50	
"	712	" July " " " "	"	----------	1,117 50	
"	713	" Thos. Naughton, for sundry work	"	----------	950 75	
			"	2,309 06	20 21	5,383 06
Aug. 9	721	" Breard & McKeen, for paints, &c	7 265	9 28	15 00	
" 13	722	" Dick Brazeel, for old brass	7 261	1 64	2 65	
" 26	725	" Str. H. A. Homeyer, for coal & frt. on same	7 248	7 38	12 60	
" 31	726	" R. Endom, for carting engine bell from Grant	7 243	2 46	4 00	
Sept. 25	747	" F. Endom, for sundries	7 218	820 18	1,348 00	
Oct. 24	753	" McFee & Filhiol, for paints, oil, &c	7 189	18 71	31 10	
" 31	772	" M. W. Baldwin & Co.'s bill (headlights)	7 182	----------	199 00	
"	773	" do. " smoke-stack	"	----------	393 00	
"	774	" Jno. Armstrong & Co., sundry castings	"	----------	81 00	
"	775	" Leeds & Co.'s bill, turning off divers wheels, &c	"	----------	481 48	
Novbr. 10	781	" A. B. Charpentier's bill, chgs. on mchy. from Pa	"	774 71	135 87	
" 20	784	" Gerspach & Henning, lumber for brakes	7 172	1 28	2 16	
Dec. 19	808	" H. M. Bry, for lumber	7 162	59 60	100 00	2,705 26
		" D. A. Breard, for paint, &c	7 163	3 58	6 00	106 00

1868.									
Feby.	24	838	"	Str. Idahoe, for coke & frt. on same	7	66	5 03	8 75	
	26	839	"	" Emma 2d, for 15 boxes coal	7	64	6 03	10 50	
	27	840	"	excise tax on cars rebuilt by H. M. Bry	7	63	36 37	63 40	
	28	841	"	Williamson & Garlington, for iron	7	62	3 50	6 12	
	"	842	"	Solomon Kahn, for carting coal		"	1 44	2 50	
Mch.	31	878	"	Aug., '67, p.-roll, machinist gang	7	31	.....	866 00	
	"	879	"	Feby., " " " "		"	.....	507 06	
	"	880	"	Mch., " " " "		"	1,098 93	565 50	
May	26	886	"	Naughton & Moore, for copper pipe	6	340	6 67	12 00	
	31	887	"	Frank Morey, for timber	6	335	5 54	10 00	
									2,051 83
Aug.	13	903	"	McFee & Filhiol, for white lead (charge on him)	6	261	2 87	5 40	
Oct.	31	945	"	machinist gang p.-roll for April, 1868	6	182	.....	521 38	
	"	946	"	" " " " " Augst., "		"	495 92	431 50	
									958 28
Dec.	31	956	"	Gerspach & Henning, lumber for cars	6	121	37 94	74 86	
1869.									74 86
May	31	1003	"	Stauffer, Kent & Co., for sundries	5	335	129 67	273 38	
June	25	1028	"	do. " " "	5	310	.....	151 57	
	"	1029	"	Str. May Flower, frt. on sundries		"	77 17	12 98	
									437 93
July	1	1043	"	by chf. engineer, for soldering iron & solder	6	304	3 71	6 75	
	15	1052	"	T. W. Locke, for draying coal, iron, &c., to shop	5	290	3 19	7 50	
Aug.	4	1070	"	Naughton & Moore, for roofing 2d class passgr. car	5	270	27 60	60 00	
	10	1071	"	Str. Tahlequah, frt. on sundries	5	264	14 06	30 55	
	13	1072	"	W. M. Smith, for enamelled cloth for 2d class passgr. car	5	261	.....	20 50	
	"	1073	"	E. M. Ivens & Co., for sundries	5	261	44 86	77 45	
				Amount carried forward			297,706 66	202 75	588,491 52
[420]									
1869.				Amount brought forward			297,706 66	202 75	588,491 52
Aug.	13	1074	"	Stauffer, Kent & Co., for sundries	5	261	130 50	285 14	
	19	1076	"	amt. disbursed by J. W. Green, chf. engineer	5	255	1,072 57	1,439 80	
	21	1078	"	E. Heath, for sundries for car seats	5	253	.....	6 50	
	"	1079	"	F. P. Corley & Co., (by ex. on St. L.) for car springs		"	55 00	114 00	
	31	1088	"	amt. disbursed by J. W. Green, chf. eng., per statement	5	243	.....	10 00	
	"	1116	"	August p.-roll for shop gang		"	.....	321 75	
	"	1117	"	Str. Tahlequah, frt. on sundries		"	.....	2 25	
	"	1118	"	J. W. Locke, drayage on sundries to shop		"	152 64	2 25	
									2,384 44
Sept.	30	1147	"	J. E. McGuire, for car lumber	5	213	.....	94 72	
	"	1148	"	J. W. Locke, draying materials to shop		"	.....	4 00	
	"	1149	"	F. P. Corly & Co., for 2 push cars, and insurance		"	.....	161 60	
	"	1168	"	by J. W. Green, frt. on do.		"	.....	16 00	
	"	1173	"	shop gang p.-roll for September		"	283 28	357 00	
									633 32
Oct.	1	1178	"	H. Kinderman, for glazier's diamond	5	212	2 48	5 50	
	31	1181	"	J. Hoffman, for enamelled duck		182	.....	9 69	
	"	1184	"	T. J. Finney, for enamelled drill		"	.....	10 20	
	"	1185	"	G. W. McFee, for paints, &c		"	.....	58 48	
	"	1192	"	frt. on 5 boxes & coil car findings		"	.....	1 40	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Rolling-stock.	Time.	Interest.		
1869.						
Oct. 31	1231	Pd. Octbr. p.-roll shop-gang	182		369 25	
"	1232	" R. R. Lignoski, for paints	"	198 64	2 00	
						456 52
Novbr. 30	1247	" C. Carpenter, for lumber for cars	5 152		94 80	
"	1261	" by J. W. Green, frt. on water coolers	"		1 00	
"	1289	" p. r. for carpenters' shop for Novbr., '69	"		483 75	
"	1290	" H. W. McLemore & Son, for paints	"	252 12	1 75	
						581 30
Dec. 1	1291	" Jube Smith, for moss	5 151		8 75	
"	1292	" W. H. Parker, for moss, &c.	"	5 59	4 20	
17	1300	" Str. Cornelia, frt. on iron	5 135	3 34	7 75	
31	1304	" H. M. Bry, lumber for cars	5 121		372 66	
"	1305	" F. P. Corly & Co., for sundries	"		873 98	
"	1308	" Gerspach & Henning, car lumber	"		113 90	
"	1316	" J. G. Sanders, sundries	"		7 25	
"	1365	" December p. r., carpenters' shop	"	709 25	504 50	
						1,892 99
1870.						
Jany. 1	1366	" F. Endom, for 64 lbs. iron	5 120		8 00	
"	1371	" Str. Robt. Ray, frt. on sundries	"		12 65	
"	1379	" G. W. McFee, for sundries	"		71 35	
"	1405	" Jany. p. r. for carpenters' shop	"		522 75	
"	1407	" Str. Countess, frt. & chgs. on push car	"	273 79	27 00	
Feby. 28	J. folio 89	" by bank frt. on car irons, Monroe to Delta	5 62			
"	"	" per str. Mary McDonald. See V. 1422	"	41 38	100 00	
						100 00
15	1414	" Naughton & Moore, for tinning cars, &c.	5 75	30 47	73 20	
17	1415	" Stauffer, Kent & Co., " sundries	5 73	196 06	471 06	
[421]		Amount carried forward		301, 203 77	544 26	595, 181 84
1870.		Amount brought forward		301, 203 77	544 26	595, 181 84
Feby. 23	1419	" Str. Gov. Allen, frt. on sundries	5 67	9 39	22 70	
28	1422	" " Alaska, " " bolts	5 62		7 00	
"	1422	" Ryan & Bro. for lumber	"		47 60	
"	1422	" William Collins, painting & lettering pasgr. car	"		50 00	
"	1422	" William French, lettering placards	"	45 34	5 00	
						676 56
Mch. 23	J. F. 92	" Str. Kenton, frt. on washers (by bank)	5 39		6 00	
"	"	" " Bismarck, " " hand-cars	"		20 00	
Mch. 23	J. F. 92	" " Commonwealth, " " car-irons	"	67 84	140 00	
						166 00

	11	1431	" " Cornelia, " " car-bindings	5	51			10 96		
	"	1432	" " Gov. Allen, frt. on lumber for cars		"	40 72		88 03		98 99
Apl.	30	J. F. 95	" Str. Pauline Carroll, frt. on 10 boxes tin (by bk.)	5	1	4 00		10 00		10 00
	1	1496	" by J. W. Green, chf. engr., see V. § 1496	5	30			1,464 65		
	"	1497	" Naughton & Moore, for sundries		"			143 12		
	"	1498	" Oliver & Byrne, for paints, &c		"			50 26		
	"	1504	" H. Kinderman, " sundries		"	669 93		5 75		
	7	1506	" Str. Gov. Allen, frt. on lumber	5	24	43 62		107 65		
	11	1507	" Wade Hampton, " " paints, &c	5	20	4 91		12 15		
	14	1508	" Gov. Allen, " " lumber	5	17	36 74		91 04		
	25	1509	" Wade Hampton, " " do.	5	6			78 89		
	"	1510	" J. W. Locke, for getting lumber up bank		"			16 00		
	"	1531	" A. M. Paxton & Co., Apl. est., 12 bx. cars		"			1,200 00		
	"	1533	" J. W. Locke, assorting & stacking lumber		"	526 09		16 00		
	30	1534	" do. for removing car lumber	5	1			147 00		
	"	1544	" J. B. Brown, iron for Ouachita pilot		"			6 00		
	"	1548	" Str. Cornelia, for coal		"			50 00		
	"	1549	" Henry Kinderman, for sundries		"	86 05		12 00		
May	16	1550	" Str. Wade Hampton, frt. on sunds	4	350	1 75		4 50		
	31	1555	" Stetson & Armstrong, for sundries	4	335			74 85		
	"	1584	" Ryan & Bro., for sundries		"			11 75		
	"	1585	" A. M. Paxton & Co., April estimate		"			1,000 00		
	"	1586	" F. P. Corby's bill (shop at Monroe)		"			735 20		
	"	1586	" do. " (cars buildings at Delta)		"			1,952 62		
	"	1587	" March, '70, p. r., carpenters' shop		"	1,696 94		524 75		7,707 18
June	10	1509	" by W. R. Gordon, supt. to W. W. Carre & Co., lumber	4	325			115 50		
	"	1509	" do. Peter Moroky		"	112 30		170 87		286 37
	30	1620	" p. r., Apl. '70, carpenters' shop	4	305			598 00		
	"	1621	" " May, '70, " "		"			497 36		
	"	1622	" " June, '70, " "		"			543 12		
	"	1623	" express charges on car-fixtures		"	611 92		9 55		1,578 03
	31	1632	" A. M. Paxton & Co., estimate for May	4	274			300 00		
	"	1633	" do. " " June		"			276 00		
			Amount carried forward			305,161 31		576 00		605,704 97
[422] 1870.			Amount brought forward			305,161 31		576 00		605,704 97
July	31	1633	Pd. A. M. Paxton & Co., May bill, for this %	4	274			150 65		
	"	1633	" do. June " " "		"	409 04		347 25		
Aug.	31	1649	" July p. r., for carpenters' shop	4	243			550 00		
	"	1650	" Aug., " " " "		"	387 01		484 75		2,108 65
Sept.	30	1707	" H. M. Bry, for lumber to complete Pxn. cars	4	213			44 90		
	"	1708	" H. Kinderman, nails, &c		"			8 50		
	"	1709	" W. H. Parker, sundry board while at work on cars at Delta		"	21 27		4 50		57 90

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Rolling-stock.	Time.	Interest.		
1870.						
Nov. 2	1751	Pd. J. M. Adams, lumber for cars	4 180	30 32	84 25	84 25
May 31	J. F. 121	" W. W. Carre & Co., lumber for cars	4 335		659 83	
"	"	" Chas. Carpenter, lumber for cars	"		22 12	
"	"	" H. B. Bruser, for sundries	"	445 87	447 71	1,129 66
Nov. 19	1769	" carpenters' p. roll for October, 1870	4 163	44 68	125 49	
1871.						
Jany. 6	1822	" J. G. Sanders, for sundries, 1869 & 1870	4 115	82 43	238 52	364 01
			4 62		16 70	
Feby. 28	1865	" Alvord & Gullet, for car lumber	"		33 33	
"	1866	" G. W. McFee, " paints, oil, &c	"	133 96	351 38	
"	1867	" February p. r., carpenters' shop	4 42		4 50	
Mch. 20	1880	" frt. on 3 bales moss	"	7,959 61	24,164 40	
"	1885	" Memphis & St. Louis Picket Co. in full for locomotives Caddo & Richland, delivered at Delta	4 39	2 44	27 60	
23	1887	" Stauffer, Kent & Co., for 3 bales moss	4 31		2 50	
31	1891	" J. S. Richardson, chgs. on car-seats	"	1 31	1 50	
"	1894	" for recording contract with M. & St. L. Picket Co				24,601 91
June 30	J. F. 132	" F. P. Corby & Co., for seat arms, &c., V. & 1586	3 305	19 89	64 51	64 51
			3 335		10 00	
May 31	1912	" H. M. Bry, for select lumber	"		481 50	
"	1913	" F. P. Corby & Co., car-fixtures, Nov. 26, '70, Mar. 14, '71	"		16 94	
"	1913	" do. seats, arms, stops, Apl. 8, '71	"	163 21	10 64	
June 20	1914	" E. Dreyfus, duck for car-seats	3 274		73 35	
July 31	1925	" G. W. McFee, for oil & paints	"		25 00	
"	1926	" Emile Lamoge, upholstering seats new cars	"		173 75	
"	1927	" Apl. p. r., carpenters' shop	"	159 94	259 62	
"	1928	" May " " "				1,050 80
			3 254		237 00	
Aug. 20	1946	" July " " "	"		20 00	
"	1952	" J. B. Carey, upholstering new car	"	144 92	231 87	
"	1946	" carpenters' p. r. for June, 1871	3 242	57 17	194 50	
Sept. 1	1961	" " " " August, 1871	3 31	15 61	63 25	63 25
1872.						
Mch. 31	2079	" M. Feibelman, for nails		315,239 99		635,913 28

Engineering.

1866.										
							315,239 99			635,913 28
April	17	48	Pd. H. M. Bry, for boat & level rod	9	14	74 46		20 00		
	19	49	" T. Endom, for painting & lettering rod	9	12			25 00		
	"	50	" Alleck Baker, services as rodman		"	29 99		16 50		
									61 50	
May	11	76	" Peter O'Donnell, for blank estimates	8	355			20 00		
	"	77	" " " " drawing paper, &c.		"	34 51		28 00		
	21	89	" Str. Vicksburg, frt. on level	8	345			1 00		
	"	90	" H. M. Bry, for table, rules, &c		"	15 53		20 75		
June	30	178	" Alleck Baker, services as rodman	8	305	26 58		37 50		
									107 25	
July	2	191	" J. W. Green, salary to June 30th, 1866	8	303	707 33		1,000 00		
"	10	198	" G. C. Waddill, for level and tripod	8	295	91 72		130 00		
Aug.	9	241	" L. Frigerio, for chain & plumb-bob	8	265	10 80		15 50		
	31	310	" J. W. Green, chf. eng.'s salary July & Aug	8	243	347 00		500 00		
	"	311	" Alleck Baker, services as rodman		"	32 08		46 25		
									1,691 75	
Sept.	30	347	" Alleck Baker, services " "	8	213	29 56		43 00		
									43 00	
Oct.	31	361	" J. W. Green, chf. eng.'s salary for Sept. & Octobr	8	182			500 00		
"	"	409	" Henry Lacy, services as rodman		"			15 00		
"	"	410	" Alleck Baker, do.		"	376 29		38 00		
									553 00	
Nov.	3	419	" Str. Idaho, frt. on copper wire	8	179	50		75		
	30	450	" Alleck Baker, services as rodman	8	152			35 00		
	"	451	" Jim Boil do.		"			4 00		
	"	452	" Henry Lacy do.		"	29 65		5 00		
									44 75	
Dec.	31	502	" Folger & Co., for copper wire	7	121			12 00		
	"	533	" J. W. Green, chf. eng.'s salary Nov. & Dec		"			560 00		
	"	534	" J. W. Green, his travelling expenses to date		"	334 08		57 25		
									569 25	
1867.										
Feb.	28	623	" Alleck Baker, services as rodman	8	62	16 35		25 00		
Mch.	31	641	" J. W. Green, chf. eng.'s salary Jany., Feby., & Mar	8	31			750 00		
	"	642	" do. travelling exps. & sundry expendtrs		"	551 15		102 00		
									877 00	
Oct.	31	765	" do. salary to 31st Oct., 1867 (7 mo.)	7	182	1,050 77		1,750 00		
									1,750 00	
Dec.	19	807	" Alleck Baker, services as rodman	7	133	47 16		80 00		
									80 00	
1869.										
July	1	1143	" chf. eng.'s travelling expenses, Jany. to May, inclusive	5	304	67 43		144 30		
Aug.	17	1075	" T. B. Dabney, for expenditures	5	257	9 48		20 70		
	19	1076	" J. W. Green, chf. eng., amt. disbursed by him	5	255	50 12		109 85		
	21	1084	" Stetson & Armstrong, for blk. estimates	5	253	4 56		10 00		
	31	1088	" J. W. Green, amt. disbursed (per statement)	5	243			27 85		
	"	1089	" chf. eng.'s p. roll, for June & July, 1869		"			1,057 08		
	"	1090	" " " " " " August, "		"			643 50		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Engineering.	Time.	Interest.		
1869.						
Aug. 31	1119	Pd. H. B. Richardson, for sundry expenditures	5 243	791 21	14 42	
Sept. 30	1168	" by J. W. Green, for turpentine & lampblack				2,027 70
"	1168	" " " " level & transit	5 213		1 00	
"	1168	" " " " p. o. rent at Vicksburg	"		317 55	
"	1174	" chf. engs. p.-roll, for September	"		2 00	
Oct. 31	1184	" chf. engs. exps. from Vicksburg to Shreveport & back	"	452 94	691 94	
		Amount carried forward	5 182		73 00	1,012 49
[424]				320,361 24	73 00	644,730 97
1869.		Amount brought forward		320,361 24	73 00	644,730 97
Oct. 31	1227	Pd. October p.-roll, Delta gang, chf. eng.'s corps	5 182	344 73	709 66	
Nov. 30	1288	" Novbr. " do.	5 152	308 88	712 08	782 66
Dec. 15	1297	" H. B. Richardson, for sund. expenditures	5 137	5 27	12 25	712 08
" 31	1323	" same. same.	5 121		7 00	
" "	1361	" engs. p.-roll, for December, 1869	"		713 20	
1870.	1369	" amt. disbursed by Jno. W. Green, chf. eng	"	24 03	57 50	
Jany. 31	1404	" Jany. p.-roll, for chf. engs. & corps	5 90		741 82	789 95
" "	1408	" Jno. A. Teale, for hatchet	"		2 25	
" "	1408	" Gray & Birchett, for sunds	"		4 59	
" "	1408	" chf. engineer's travelling expenses	"	397 55	46 55	
Feby. 28	1422	" for telegrams beyond limits	5 62		1 05	795 12
" "	1422	" " " "	"		1 60	
" "	1422	" chf. eng.'s travelling expenses for Feby. '70	"		31 00	
" "	1428	" " p.-r. for February, 1870	"		737 34	
Feby. 28	J. F. 91	" " salary Nov. & Dec., '68, & Jany. to May, '69, incls., $300 per mo	"	1,417 63	2,100 00	770 99
Apl. 1	1496	" J. W. Green, chf. eng., disbursement by him	6 30	26 77	55 00	2,100 00
" 30	1540	" " p.-roll for Mch. '70	6 1		737 32	
" "	1541	" " travelling expenses & box rent, p. o	6 1	369 05	31 25	
May 31	1593	" " April p.-roll, chf. engs. corps	5 325	347 97	733 34	
June 10	J. F. 104	" " salary for May	5 325	141 67	300 00	1,556 91
" 30	1618	" p.-r., May, 1870, chf. engs. corps	5 305		300 00	300 00
" "	1619	" " June, 1870, " " "	"		516 66	
" "	1623	" chf. engs. travelling expenses for June	"	405 20	49 65	
						866 31

			5	243		504 67		
Aug. 31	1652	" July p.r., chf. eng's. corps		"	451 86	490 66		995 33
" "	1653	" Aug. " " " " "	5	164	130 93	300 00		300 00
Nov. 18	J. F. 122	" chf. eng's salary for month of Septbr	5	152	47 00	108 33		
" 30	1784	" T. G. Dabney, self & rodman, 1st to 15th Sept., 1870	4	90	13 60	40 00		148 33
1871.								
Jany. 31	1844	" T. G. Dabney, services at Waverly siding	1	305	25 86	175 00		
1873.								
June 30	2224	" do. " " Lafourche	1	243	71	5 50		180 50
Aug. 31	2246	" W. H. Woodruff, for x-section paper						
			1	305	44 33	300 00		300 00
Sept. 30	2251	" T. G. Dabney, services at Lafourche						

Contingent expenses.

1866.			9	62		2 00		
Feby. 28	16	Pd. E. C. Maes, for revenue stamps		"	16 14	20 00		
" "	17	" Pat. Oats " services	9	50	7 31	10 00		
Mch. 12	27	" clerk for copy, Gordon vs. Railroad	9	24	73	1 00		33 00
Apl. 7	42	" for expressing letter to New York						
			8	326	4 34	6 12		6 12
June 9	138	" for telegrams beyond Louisville						
			8	274	4 27	6 10		
July 31	237	" " " " "	8	273	38 30	54 65		
Aug. 1	238	" A. B. Charpentier, expressage on old co.'s book from St. Louis						
					324,935 37	60 75		655,368 27
		Amount carried forward						
					324,935 37	60 75		655,368 27
[425]		Amount brought forward						
1866.			8	264	6 99	10 00		
Aug. 10	242	" internal rev. license as manufacturers	8	256		337 65		
" 18	253	" J. W. Green, his travelling expenses to date		"	252 67	25 00		433 40
" "	254	" F. B. Leavenworth, for map of Shreveport						
			8	182		153 65		
Oct. 31	386	" J. W. Green, chf. engs. travelling expenses		"	118 32	20 25		173 90
" "	416	" Jos. F. McGuire's expenses to Rutland, &c.						
			8	153	31 35	46 50		46 50
Nov. 30	434	" W. R. Gordon, supt., his travelling exp's	8	121	333 44	500 00		500 00
Dec. 31	535	" Dr. Gwinn, agt., travelling exp's	8	316	7 10	10 00		
1867.								
June 19	666	" internal rev. collector, manufacturers lic'se	7	274	94 38	152 00		162 00
July 31	681	" president's travelling expenses to date						
			7	182	16 31	27 00		27 00
Oct. 31	762	" " " " " "						
			7	121		124 65		
				"		31 75		
Dec. 31	820	" J. W. Green, chf. eng., travelling expenses to date		"		149 62		
"	821	" city taxes and costs on lots 4, 5, & 6, at Shreveport		"	387 46	275 00		
"	821	" " " on depot grounds "						
"	821	" " assessment for paving at						

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Contingent expenses.	Time.	Interest.	Principal.	
1868.						
Mch. 1	849	Pd. stage-line fare of Ray & Stubbs, att'ys	7 61		14 00	
"	850	" C. Delery, for copy of shff's deed	"	10 90	5 00	
						600 02
Dec. 31	954	" J. W. Green, chf. eng., travelling expenses	6 121		111 10	
"	955	" Jos. F. McGuire " " &c., Jan'y, '68	"	150 93	186 75	
						297 85
1869.						
Aug. 19	J. F. 56	" W. R. Gordon, supt. " " Apl., May, '69	5 255	26 49	58 00	
						58 00
July 1	1044	" Stetson & Armstrong, for lithographing	5 304	467 56	1,000 00	
Aug. 31	1085	" Jos. F. McGuire, sundry expenditures to date	5 243	108 15	238 25	
						1,238 25
Sept. 21	1140	" telegram to chf. eng. at St. Louis	5 222	1 35	3 10	
30	1149	" " pd. by F. P. Corby & Co	5 213		2 25	
"	1167	" Irwin & Simms, fare of Baker & Stubbs, delegate to Louisville convention, Delhi to Vksbg	"	9 95	20 00	
						25 35
Oct. 31	1184	" Expenses of messenger to carry estimates to Vkbg	5 182		5 00	
" "	1184	" buggy hire of supt. & engineer	"		2 25	
" "	1224	" Saml. Smith & Co., postage	"		5 00	
" "	1224	" " " insurance	"	117 70	255 00	
						267 25
Nov. 30	1259	" Treasurer for sundry small expenditures, and his travelling expenses for Sept., Oct., & Nov., 1869	5 152	50 42	116 35	
						116 35
Dec. 31	J. F. 18	" Vicksburg bank, for revenue stamps	5 121		30	
						30
" "	1309	" Str. Cornelia & Allen, frt. on blk. bonds	"		1 50	
" "	1326	" by A. M. Paxton & Co., for copy of deed of Vicksburg depot	"	1 91	3 00	
						4 50
1870.						
Jany. 31	1408	" A. K. Reams, for feeding co's mule	5 90	8 82	21 00	
						21 00
Feby. 1	1410	" C. Gallagher, for revenue stamps	5 89	6 94	16 50	
14	1411	" Saml. Smith & Co., for sundry telegrams	5 76		22 90	
"	1411	" " " " insurance &c	"		63 75	
"	1411	" Chas. Gallagher, his &c	"	64 52	68 25	
						171 40
		Amount carried forward		327, 208 93		659, 511 34
[426]						
1870.		Amount brought forward		327, 208 93		659, 511 34
Feby. 28	1427	Pd. Jos. F. McGuire, sund. expenses to date	5 62	106 70	257 91	
						257 91
Mar. 22	1433	" Str. Cornelia, frt. on package	5 40		50	
"	1434	" Homer Iliad, subscription 1 year	"	2 25	5 00	
						5 50

Apl. 1	1502	" Stetson & Armstrong, for printing, &c	5	30	241 00	600 00			
" 30	1543	" Saml. Smith & Co., " telegram	5	1	40	1 10			
May 31	1595	" Jos. F. McGuire, travelling expenses, telegrams, & sund. small expenditures during March, Apl., & May	4	325	71 85	182 19		783 29	
June 10	1599	" W. R. Gordon, travelling exps. per $\frac{3}{C}$	4	325	46 12	117 50		117 50	
" 30	1609	" G. C. Waddill, travelling expenses, Vkbg. to Washington, committee to contract with Ala. & C. R. R	4	305		218 85			
" "	1610	" F. P. Stubbs, expenses travelling, to June 13, '70		"		1,209 50			
" "	1623	" for telegrams beyond limits		"	556 56	7 18		1,435 53	
Sept. 30	1697	" Vicksburg Bank, for sundries	4	213		19 20			
" "	1711	" Stetson & Armstrong, for sundries		"	152 48	396 00		415 20	
Oct. 31	J. F. 116	" Jno. T. Ludeling, travelling expenses, trip to Washington & back in June & July, 1870, on co's business, Oct. 31, '70	4	182	72 09	200 00		200 00	
Novbr. 1	1730	" W. J. G. Baker, travelling expenses to Washington, 1869 & '70	4	181		400 00			
" "	1731	" Jno. Ray, travelling expenses, Dec. '68, to date		"	549 34	1,125 00			
2	1744	" G. C. Waddill, travelling expenses, Aug. & Sept., '70	4	180	108 00	300 00			
10	1752	" for internal-revenue stamps	4	172	42 39	120 00		1,945 00	
Dec. 7	1795	" " telegrams from Stubbs to Ray	4	143	1 25	3 50		3 50	
1871.									
Feby. 7	1855	" " H. B. Richardson, survey of levees	4	83	170 66	504 25			
28	1872	" J. F. McGuire's sundry exps. to Feby. 1	4	62	71 25	213 56			
Mch. 27	1889	" Saml. Smith & Co., for telegrams	4	35	2 05	6 25			
31	1897	" J. W. Green, chf. eng., traveling exps. to March 1st	4	31	101 91	311 77		1,035 83	
Aug. 20	1948	" F. P. Stubbs, travelling expenses to New York & back, committee to meet Tibbits	3	254	46 04	155 42		155 42	
Oct. 24	1970	" F. P. Stubbs, committee in New York	3	189		100 00			
" "	1970	" do. delegate to Shreveport		"		100 00			
" "	1971	" C. Delery, cancelling bond, mortgage, &c		"	59 78	12 00		212 00	
Nov. 30	1996	" W. R. Gordon, expenses to N. York, June, '71	3	152		150 00			
" "	1997	" F. Morey, " " Washington, &c		"	150 58	400 00		550 00	
1872.									
Jany. 27	2033	" Expenses of J. W. Green, chf. eng., to N. O. & St. Louis	3	94	21 88	83 90		83 90	
		Amount carried forward			329,787 11			666,711 92	
[427]									
1872.		Amount brought forward			329,787 11			666,711 92	
Feby. 1	2055	Pd. J. W. Green, travelling expens. Aug., '71	3	89		147 50			
"	2056	" do. " " Sept., "	3	89	44 94	25 50			
Mch. 31	2077	" Jno. Ray, " " '70 & '71	3	31	86 41	350 00		523 00	
May 17	2096	" G. C. Waddill, " " Apl., May, '71	2	349		138 50			
" "	2096	" do. " " June, '71		"		233 25			
" "	2096	" do. " " Aug., "		"	125 43	156 30			

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Contingent expenses.	Time.	Interest.		
1872.						
June 20	2107	Pd. Trenton Whf. Boat Association to aid in removal of whf. bt. Dora	2 315	23 00	100 00	
July 15	2112	" N. O. Republican, subscription to Apl., '73	2 290	14 36	64 00	692 05
Aug. 31	J. F. 157	" Jno. T. Ludeling, travelling expenses May & Aug., '71	2 242	74 90	350 00	350 00
1873.						
May 31	2212	" La. Savings Bank, rent of safe	1 335		25 00	
"	2213	" Frank Morey, travelling expenses	"		300 00	
"	2214	" do. do. do.	"	105 79	360 00	
July 1	2225	" Peter O'Donnell, for printing	1 304	44 75	393 50	988 50
Sept. 1	2248	" J. W. Green, supt., travelling expenses	1 242		6 00	
"	2249	" J. F. McGuire, " &c., sundries	"	43 35	318 20	324 20
Novbr. 30	2281	" G. C. Ensminger, for sundries	1 152	5 46	48 00	
1874.						
Aug. 31	2350	" J. F. McGuire, travelling expenses	343	19 09	249 00	297 00
		Office expenses.				
1866.						
Feb. 21	9	Pd. Peter O'Donnell, for stationary	9 69	293 86	399 64	
26	13	" American R. R. Journal, subscription to Jany., '67	9 64	3 67	5 00	
Mch. 1	18	" H. M. Bry, for desk	9 61	36 68	50 00	
7	23	" Str. Alabama, frt. on sundr. & 18 chairs	9 55	36 97	50 50	
12	28	" frt. on stationary	9 50	2 19	3 00	
21	31	" Peter O'Donnell, for stationery	9 41	2 59	3 75	511 89
May 11	77	" Peter O'Donnell, for 300 prepaid envellopes	8 355	7 51	10 45	
15	81	" Str. Vicksburg, frt. on stationery	8 351	72	1 00	
31	118	" Thos. Naughton, for wash-pan	8 335	53	75	
June 1	125	" M. C. Hardy, sheriff, for use of safe	8 334		75 00	
"	128	" Daily Crescent, subn. to May 5th, 1867	"	64 99	16 00	
4	134	" Peter O'Donnell, for stationery	8 331	5 71	8 00	111 20
Aug. 28	263	" do. " do.	8 246	25 70	37 00	37 00
Sept. 30	348	" internal revenue collector, for stamps	8 213	16 50	24 00	24 00
Oct. 1	365	" Str. Judge Fletcher, frt. on minute-book	9 205	35	50	
31	416	" treasurer, $\frac{3}{6}$ disbursed for postage, sweeping, &c.	8 182	23 14	34 00	34 50
Novbr. 6	421	" Monroe P. O., box-rent to 31 Dec., 1866	8 176	1 36	2 00	2 00

Dec. 3	475	" T. L. Sorrells & Co., for blank books	8	149	2 60	4 00	4 00
					330,899 75		670,611 26
[428]		Amount brought forward			330,899 75		670,611 26
1867.							
Jany. 11	539	Pd. Peter O'Donnell, for blank book	8	110	7 97	12 00	
" 15	542	" T. L. Sorrells & Co., " "	8	106	2 68	4 05	
" 31	579	" Monroe P. O., for stamped envellopes, &c	8	90	6 14	9 32	25 37
			8	70	19 67	30 00	
Feby. 20	585	" C. Delery, for copying 68 pages MS	8	64		6 00	
" 26	586	" R. Endom, for hire of horse & messenger	"		6 21	3 50	
" "	587	" Str. Vicksburg, for paper fasteners	8	63	2 78	4 25	
" 27	586	" McFee & Filhiol, pens & pencils	8	62		1 00	
" 28	587	" W. A. Lane, jr., for candlesticks	"		3 92	5 00	
" "	626	" La. Intelligencer, subscripn. to Feby. 10, '67	8	54	10 10	15 50	
Mch. 8	632	" T. L. Sorrells, for stationary	8	35	65	1 00	
" 27	638	" Str. Vicksburg, frt. on package	8	31		48 50	
" 31	639	" J. F. McGuire, disbursements	"			1 00	
" "	650	" Monroe P. O., box-rent	"		39 79	12 00	
" "	651	" Jno. Douglas, for seal-press & die	8	21		16 00	
Apl. 10	652	" Daily Republican, "subn." 1 y. from date	"		10 96	1 00	
"	653	" Str. Vicksburg, frt. on stationery	8	1	6 40	10 00	
" 30	656	" I. Samuel, for abstract forms	7	335	63	1 10	
May 31	661	" newspaper postage to 30th June	7	322	6 32	10 00	
June 13	664	" Ouachita Telegraph, 2 years subn	7	304	63	1 00	
July 1	671	" Monroe P. O., box-rent to Septr	7	275	31	50	
" 30	680	" Str. H. A. Homeyer, frt. on stock cert	7	274	17 87	28 76	196 11
" 31	708	" Bry & Muir, lumber for office-shed	7	261	2 81	4 50	
Aug. 13	723	" Aaron Dobbins, for work on office-shed	7	243	2 23	3 60	
" 31	731	" Monroe post-office, for stamped envellopes	4	213	1 21	2 00	
Sept. 30	742	" " " postage & box-rent to 31 Dec., '67	7	189		12 31	
Oct. 24	754	" for telegrams to & from Oakes Ames			8 25	1 50	
" "	755	" Str. Idahoe, frt. & chgs. on stationery	7	182		10 00	
" 31	756	" Jas. Hart, for 2 cords hickory wood	"			97 50	
" "	779	" Stetson & Armstrong's bill, stationery	"		82 86	31 50	162 91
" "	780	" Peter O'Donnell, " "	7	164	2 98	5 00	
Novbr. 18	782	" Homer Iliad, subn. for year 1867	7	161	1 19	3 00	
" 21	785	" Monroe post-office, for postage-stamps	7	156	59	1 00	
" 26	786	" Jno. G. Sanders, for pencils	7	148	3 36	5 65	
Dec. 4	792	" T. L. Sorrells, for stationery	"		3 35	5 60	20 25
" "	793	" W. H. Dinkgrave, for sundries	7	90	86	1 55	
1868.			7	83		5 06	
Jany. 31	834	" postage & box-rent to Mar. 31, '68	"		6 36	6 00	
Feby. 7	836	" Anthony Overton, for 1 cord wood	7	62	28	50	
" "	837	" for telegrams to & from Griffin, Georgia	7	61	2 15	3 76	
" 28	842	" S. Kahn, drayage on stationery					
" 29	843	" for telegram to Jno. Ray, Griffin, Georgia					

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Office expenses.	Time.	Interest.		
1868.						
Mch. 3	854	Pd. T. L. Sorrells, for sundries	7 59	4 30	7 55	
		Amount carried forward		331,166 16	24 36	671,015 90
[429]						
		Amount brought forward		331,166 16	24 36	671,015 90
1868.						
Mch. 3	855	" Str. Vicksburg, frt. on stationery	7 59	78	1 38	
" 7	856	" Monroe post-office, for envellopes & r. stamps	7 55	5 15	9 10	
" 31	858	" " " " postage to June 30, '68 & do	7 31	5 38	9 50	44 34
June 12	895	" Ouachita Telegraph, subn. to Feby. 19, '69	6 323	2 76	5 00	
" 30	896	" for telegram Marietta, Georgia	6 305		6 25	
" "	897	" postage to Sept. 30, '68	"	4 20	1 40	
Sept. 30	907	" " 4th quarter, '68, & prepaid envellopes	6 213	3 08	5 85	
Oct. 31	917	" co.'s pro. rent to date for office, 32 months	6 182	208 27	400 00	418 50
1869.						
March 31	J. f. 47	" Stetson & Armstrong, their bill stationery	5 31	34 44	84 70	84 70
1868.						
Dec. 31	961	" La. Intelligencer, subn. to July 15, '69	6 121		3 00	
" "	962	" Monroe P. O., box rent & postage to Mar. 31, '69	"	2 20	1 35	
1869.						
Feb'y 13	971	" frt. on stationery	6 77	0 97	1 88	
" 28	972	" H. M. Bry, for repairing office	6 62	163 44	331 01	
Mch. 2	974	" J. Hoffman, for fire-dogs	6 60	5 30	10 80	
" 22	975	" Saran Nelson, for office counter & railing	6 40	48 89	100 00	
" 24	976	" Wm. Ringer, for brick-work & plastering office	6 38	15 50	31 80	
" 31	977	" Monroe P. O., for envellopes & forbox rent & postage	6 31	2 50	5 20	
April 15	981	" E. Peters, for hanging shades to office windows	6 16	1 68	3 50	488 54
May 31	1004	" Richd. Fullum, for repairing cistern	5 335	12 14	25 50	
June 4	1011	" F. Newhall, " paper hangings	5 331		15 25	
" "	1016	" Stetson & Armstrong, bill stationery	5 "	63 93	119 85	
" 30	1033	" Monroe P. Office, stationery, envellopes & stamps	5 305	5 05	10 75	171 35
Aug. 21	1081	" Stetson & Armstrong, for stationery	5 253	10 39	22 80	22 80
Sept. 1	1138	" Monroe P. O., box rent & postage to December 31, '69	5 242	63	1 45	1 45
Oct. 31	1190	" Geo. C. Ensminger, painting & repairing office	5 182	66 07	150 00	150 00
Dec. 18	1301	" Baptiste Williams, wood for office	5 134	2 15	5 00	
" 31	1315	" postage & box rent for quarter ending Mar. 31, '70	5 121	1 26	2 95	7 95
1870.						
Jany. 15	1370	" A. Lartigue, for sundries	5 106	8 47	20 00	20 00

Feby. 28	1421	"	W. H. Parker, for sundries	5	162	2 95	7 15		
April 1	1503	"	Monroe P. O., postage, &c., to June 30, '70	5	30	1 27	3 15		7 15
Oct. 31	1714	"	Jno. T. Ludeling, bal. on rent of office from Novr. 1, '68, to Oct. 31, '70, (expense repairing office deducted)	4	182	156 76	433 75		3 15
Novbr. 1	1733	"	F. P. Stubbs, rent rear office to date, 21 mos.	4	181	113 47	315 00		433 75
" 21 1871.	1733	"	J. E. Peters, for sett drawers complete	4	161	17 79	50 00		315 00
Mch. 31	1899	"	Beard & Co., for repairing safe	4	31	27 54	84 25		50 00
June 30	1917	"	Richardson, for Hardee's map of La	3	305	3 08	10 00		84 25
Aug. 31	J. f., 136	"	Jno. T. Ludeling, rent of office from Novr., '70, to date, 10 months, @ 300$ per annum	3	243		250 00		10 00
" "	"	"	F. P. Stubbs, rent of rear office from Nov. 1, '70, to date, Aug. 31, '71, @ $150 per an.		"	110 25	125 00		
" "	"		Amount carried forward			332, 273 90			375 00
[430] 1871.									673, 703 83
Dec. 31	J. f., 142	"	Amount brought forward	3	121	332, 273 90			673, 703 83
" "	"	"	Jno. T. Ludeling, rent of office from Sept. 1, '71, to date		"		100 00		
" "	"	"	F. P. Stubbs, rent of rear office from Sept. 1, '71, to date		"	40 03	50 00		
" 28 1872.	2013	"	J. E. Peters, for chairs	3	724	3 75	14 00		150 00
Jany. 13	2027	"	Mrs. V. S. Green, rent of office to 30 June, '72	3	108		200 00		14 00
" "	2028	"	J. F. McGuire, expenses removing office, &c		"	86 33	127 00		
" 31	2041	"	Lee, Richardson & Co., locks for doors	3	90	78	3 00		
Sept. 7 1874.	2124	"	J. E. Peters, for book case	2	236	8 50	40 00		330 00
Mch. 31	2329	"	Gerspach & Hening, sundries	1	31	5 00	57 50		40 00
									57 50
			Printing.						
1866.									
Feby. 21	10	"	Crescent, for advertising	9	69	8 27	11 25		
Mch. 10	24	"	La. Intelligencer, " "	9	52		20 25		
"	25	"	Telegraph, for "		"	30 17	21 00		
" 22	32	"	Rail Road Journal, " "	9	40		13 50		
"	33	"	Telegraph, for services		"		100 00		
"	34	"	La. Intelligencer, for × tie specifications		"		7 50		
"	35	"	Jno. Douglas, for certificate book & seal		"	256 57	231 00		
May 11	76	"	Peter O'Donnell, for blk. vouchers	8	355	7 19	10 00		404 50
" 25	96	"	Telegraph, for advertising	8	341	130 57	168 50		
" 26	99	"	True Delta, " do.	8	340	20 91	29 25		
									207 75

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Printing.	Time.	Interest.		
			8 62	5 97	8 00	
1867.			8 48	42 29	65 00	73 00
Feby. 28	636	Pd. La. Intelligencer, for blk. time tickets				
Mch. 14	637	" Geo. C. Waddill, Rea Bros. bill printing	7 182	105 08	175 00	175 00
			5 255	10 50	23 00	23 00
Oct. 31	778	" Jno. Douglass, for certificate books				
1869.			5 152	241 71	357 25	357 25
Aug. 19	1076	" Herald office, by Jno. W. Green, chf. engr				
			4 243	11 22	30 00	30 00
Nov. 30	1258	" C. Delery, printing change tickets, &c				
1870.			4 10	120 35	120 35	120 35
Aug. 31	1654	" Jno. Douglass, by Sam. Smith & Co.				
1871.						
April 21	1904	" E. Allen, stock certificate & express				
		Law charges.				
			6 305	54 78	100 00	100 00
1868.			4 243	11 14	29 80	29 80
June 30	901	" Moncure & Flannagan, for services, by prest				
1870.			3 90	1 50	5 75	5 75
Aug. 31	1648	" shff's & clk's costs, injunction suit Macon boats				
1872.			2 90	1 80	10 00	10 00
Jany. 31	2044	" clerk's costs in Dundas & Floyd suit				
1873.						
Jany. 31	2178	" costs in suit of Nelson *vs.* Company				
		Land grant.				
			8 305	353 89	500 00	500 00
			1 335	17 61	114 00	114 00
1866.				333,757 96		676,645 73
June 30	152	R. W. Jamieson, for township maps & for connected maps of road				
1873.				333,757 96		676,645 73
May 31	2215	F. Morey, for expense of lists				
		Amount carried forward				
		Amount brought forward	1 57	101 94	1,100 00	1,100 00
[431]						
1874.						
Mch. 5	2328	" F. Morey Sterges, salary & office fees				

			Right of way, depot grounds.						
1866.									
Aug.	18	252	Pd. Jno. Pickett, two mortgage notes of the old company given for bal. of purchase of block 44, town of Shreveport, dated March 13th, 1860, for $1,666.66 each, int. 8% from date, due 1 & 2 years after date, in full; principal & interest pd. by Jno. W. Green	8	256	3,484 44	5,000 00	5,000 00	
Sept.	1	314	" C. W. Lewis, recorder of Caddo Parish, for copies of deeds to depot grounds & right of way in that parish	8	240	43 83	63 20	63 20	
1873.									
Apl.	30	2207	" W. P. Mangham, for recording deed & depot grounds at Delhi	2	1	96	6 00		
July	17	2227	" Recorder of Richland & for plat	1	288	72	5 00	11 00	
Oct.	31	2265	" do for recording & making copies	1	182	88	7 50	7 50	
			Interest.						
1868.									
Oct.	31	918	" interest on co 's note favor E. Margueze	6	182	8 73	16 82	16 82	
1869.									
June	23	966	" S. C. Murphy, int. on note, his favor	5	312	2 23	4 70		
Feby.	8	969	" W. H. Letchford & Co., int. on their a/c to date	6	82	2 15	4 35		
Mar.	31	979	" Taylor, McLeroy & Co., int. on co 's note, their favor	6	31		21 85		
"	"	979	" Jno. Ray, discount on the Ames matter		"		5 00		
"	31	980	" This sum said to have been paid bank (connected with Ames' cr.), V. # 980		"	22 80		55 90	
June	1	1006	" Friend & Pickens, int. on their a/c	5	334	766 87	1,617 15		
"	2	1008	" Oakes Ames, 5 mos. int. on $2,000.00 @ 8%	5	333		66 66		
"	"	1009	" M. S. Hedrick, 27 mos. int. on Pinckard note		"	458 21	900 00		
"	4	1012	" E. Margueze, int. on his a/c	5	331	4 55	9 54		
"	7	1018	" Citizens Bank, int. on 2 Pinckard notes	5	328	851 11	1,800 00		
"	9	1019	" La. Sta. B'k, int. on Pinckard note from 14th July, '68, to date, (int. prior to July 14, '68, not pd. by co.)	5	326		365 00		
"	"	1020	" interest on note of D. A. Breard, jr		"	201 09	60 76		
"	16	1022	" Jno. G. Sanders, int. on note favor J. Benoit	5	319		2 85		
"	"	1024	" S. P. Burke, int. on note, his favor		"	53 91	113 88		
"	22	1027	" Post & Co., int. on a/c of Punch	5	313	6 15	13 18	4,949 02	
July	1	1043	" this sum, being sundry payments made by chf. engr. to Vbg. B'k, dif. ex. on N. O	5	304	10 02	21 50		
	9	1050	" Saml. Smith & Co., for advancing $47,673.37 @ 2½%	5	296	555 11	1,191 83		
			Amount carried forward			340,333 66	1,213 33	687,849 17	
			Amount brought forward			340,333 66	1,213 33	687,849 17	
[432]									
1869.									
July	9	1050	" Saml. Smith & Co., dif. of int., their favor	5	296	143 83	308 79		
	29	1056	" Oakes Ames, 2½% comn. for advancing $2,000	5	276	23 07	50 00		
	31	1069	" Vicksburg B'k, dif. of ex. on $12,600	5	274	7 27	15 75		
Aug.	19	1076	" By J. W. Green to Vkbg. B'k, discount	5	255	9 56	20 95		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Interest.	Time.	Interest.		
1869.						
Aug. 21	1079	Pd Vkbg. B'k, for checks on N. Y. & St. Louis	5 253	1 27	2 86	
" 31	1091	" Saml. Smith & Co., as per their ⅔ 21st inst	5 243		594 25	
"	1091	" do. com's 2½% for adv'g, $35,578.55	"	673 53	889 46	3,095 37
			5 213		17 50	
Sept. 30	J. f., 64	" ⅛% discount on $14,000	5 "	15 66	17 50	35 00
"	"	" ⅛% " " " " for Sept. estimate				
			5 182		1,456 27	
Oct. 31	1224	" Saml. Smith & Co., dif. of int. as per ⅔ @ this date	"		187 50	
"	1224	" do. com's ½% on $37,500	"		281 25	
"	1224	" do. prm. for transporting from N. Y. to N. O. on $37,500	"	1,265 89	949 22	2,874 24
"	1224	" do. com's 2½% for adv'g, $37,000				
			5 162	27 33	62 80	
Novbr. 20	1226	" Folger & Co., int. on their ⅔	5 152		1 33	
30	1260	" Vkbg. B'k, disct. on $1,061.34 dfts			50	64 63
"	1260	" " " " " $250 "				
Nov. 30	J. f., 77	" " " " " $25,000, ½% this sum transferred from S. Smith & Co. to pay October estimates (see V. 1260)	5 162	27 27	62 50	62 50
Dec. 31	J. f., 78	" Vkbg. B'k, disct. on $29,500 transferred from N. O to pay estimates for November	5 121	15 90	36 87	36 87
			5 121		53 12	
"	1311	" M. McKinna, int. on Pat. McKinna's note	"		58 42	
"	1311	" do. " " note, his favor	"		39 42	
"	1312	" F. Morey, " " " " "	"	73 37	21 01	171 97
"	1313	" R. W. Richardson, int. on note, favor Head & Co				
1870.			5 90		82 50	82 50
Jany. 31	J. f., 85	" premium on $33,000, ¼%. See V. #1407				
			"		12 50	
"	1406	" " on small notes, $5,000, ¼%, to S. Smith & Co	"	50 40	25 00	37 50
"	1407	" " " " " " to Vkbg. Bank				
			5 89		325 00	
Feby. 1	1410	" C. Gallagher, int. & dif. ex. on acceptce	"		426 66	
"	1410	" do. " " $20,000 notes	"		100 00	
"	1410	" T. S. Burton, brokerage on $20,000 notes	"		330 00	
"	1410	" C. Gallagher, his com's for use, &c., on $33,000, 1%	"		220 83	
"	1411	" Bank int. on $15,000, V. #1411	"	636 27	113 34	
"	1411	" do. " " $15,000, " "	5 76		60 00	
14	1412	" C. Gallagher 27 days int. on $10,000, V. #1412	"		72 04	
"	1412	" do. 25 " " " 13,000, "	"		17 77	
"	1412	" do. 8 " " " 10,000, "	"		418 70	
"	1412	" do. com's advg. $33,346.50, 1½% "	"		500 00	
"	1412	" do. " on $100,000 @ ½%	"		1,630 91	
"	1411	" Saml. Smith & Co., int. to Feby. 14, '70, V. 1411				

"		1411	"	do. com's 2½% on $140,778.65, V. 1411	"			3,519 46		
				Amount carried forward			343,304 88	7,734 51	694,309 75	
[433] 1870.				Amount brought forward			343,304 88	7,734 51	6.4,309 75	
Feby. 14		1411	"	Saml. Smith & Co., coms. on $196,000, @ ½ %	5	76		980 00		
		1411	"	do. 7/16 % dif. ex. on N. Y	"		3,135 99	323 75		
									9,038 26	
Feby. 28		J. f., 89	"	½ % disct. on $26,000 transferred from Saml. Smith & Co. to pay Jany. estimates. See V. # 1422	5	62		65 00		
"		"	"	½ % disct. on $1,000 transferred from Saml. Smith & Co., Feby. 24, '70. See V. # 1422	"		27 92	2 50		
									67 50	
Apl. 25		J. f., 95	"	disct. on $24,120 transfd. from S. Smith & Co	5	6	24 19	60 30		
									60 30	
30		"	"	prm. to Vkbg. Bk., for ex. on St. Louis	5	1	3 00	7 50		
									7 50	
1		1499	"	Vkbg. Bk. disct., transferring $38,000	5	30	38 63	95 00		
30		1543	"	Saml. Smith & Co., bal. of interest	5	1		167 40		
"		1543	"	do. coms. adv'g $32,362 93, @ 2½ %	"			809 07		
"		1543	"	do. " on $30,000, @ ½ %	"			150 00		
"		1596	"	do. " " $36,000, @ ½ %	"		522 87	180 00		
									1,401 47	
June 10		J. f., 102	"	Vkbg. Bk., prm. on St. Louis, bill remitd. Corby	4	325		5 00		
"		"	"	do. dif. of. ex. on $24,000 deposited in Canal Bank, by F. McGuire, fr. June 1, '70	"		25 49	60 00		
									65 00	
June 30		J. f., 104	"	Vkbg. Bk., dif. of ex. on Corby check	4	305	1 94	5 00		
									5 00	
" 23		1603	"	J. J. Baldwin, 426 ds. int. on $998.50	4	312	36 83	94 50		
30		1608	"	A. B. Charpentier, int. & coms. on his %	4	305	51 71	133 46		
									227 96	
Aug. 22		1640	"	this sum, being 1½ % per month on $500 pd. W. H. H. Mullen	4	252	5 64	15 00		
31		1654	"	S. Smith & Co., bal. of int. to Aug. 31, '70	4	243		624 00		
"		1666	"	F. Endom, int. on co.'s note, his favor	"		262 33	77 60		
									716 60	
Sept. 30		1697	"	Vkbg. Bk., int. on am't overdrawn	4	213	26 20	71 39		
									71 39	
Nov. 1		J. f., 117	"	J. T. Ludeling, bal. of int. on % rend	4	181		9,364 91		
"		"	"	do. int. on co.'s note surrend'ed	"			5,960 44		
"		"	"	W. R. Gordon, bal. of int. on % rend	"			2,653 97		
"		"	"	do. int. on co.'s note surd	"			5,960 44		
"		"	"	F. P. Stubbs, bal. of int. on % rend	"			1,514 40		
"		"	"	do. int. on co.'s note surren'd	"			4,967 00		
"		"	"	G. C. Waddill, bal. of int. on % ren'd	"			2,762 19		
"		"	"	do. int. on co.'s note surrend	"			2,980 24		
"		"	"	Jno. Ray, bal. of int. on % ren'd	"			1,861 49		
"		"	"	do. int. on co.'s note surrend	"			1,987 24		
"		"	"	Jos. T. McGuire, bal. of int. on % ren'd	"			538 82		
"		"	"	W. J. Q. Baker, bal. of int. on % ren'd	"			644 83		
"		"	"	Oakes Ames, bal. of int. on % ren'd	"			318 06		
									41,514 03	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Interest.	Time.	Interest.		
Nov. 1	J. f., 117	Pd. int. on note, favor Breard, Aug. 24, '70, to date	4 181		512 47	
"	"	" " " " " Thompson, 2 yrs. 162 d's.	"		20 02	
		Amount carried forward		347, 467 62	532 49	747, 484 76
[434]		Amount brought forward		347, 467 62	532 49	747, 484 76
1870.						
Nov. 1	1732	Pd. int. on note for Benoit, Mch. 13, '68, to date	4 181	15, 186 28	111 64	
17	1766	" Vkbg. Bank, on 30 d. dft., Oct. 11, '70	4 165	15 10	42 50	
Jany. 31	J. f., 122	" J. C. Malcomb, int. on two notes	5 90		2 36	686 63
"	"	" J. M. Adams, bal. of int, his favor	"	72 93	171 37	2 36
Novbr. 30	1777	" J. H. Beale, int. on p. r. ac	4 152	36 25	102 52	171 37
Dec. 1	1786	" Mike O'Connell, int. on note	4 151		11 55	
"	1790	" J. Lincoln, int. on co.'s note, his favor	"		133 89	
"	1791	" Dobbins & Lewis, int. on co.'s note, their favor	"	51 80	1 15	
24	1802	" Johnson, Roe & Henning, Gallagher, Roger & Detwiler	4 128	8 65	24 82	
27	1805	" Sanders, int. on co.'s note, his favor	4 125	66	1 93	
31	1813	" J. C. Malcomb, bal. co.'s note, his favor	4 121	28 71	82 80	
1871.						
Jany. 6	1818	" Halloy, Hauk & White, int. on notes, his favor	4 115	2 58	7 45	
14	1823	" Hans Norris, int. on co.'s " " "	4 107	50	1 50	
22	1828	" Dundas & Floyd, int. on tr.'s certificate	4 99	1 55	4 55	
24	1830	" Barrington Base, Harrington Densey, & tx. int. due	4 97	5 85	17 23	
31	1836	" Jas. Collins, int. on. tr.'s certificate	4 90		2 60	
"	1837	" Irwin & Simms, int. on tr.'s certificate	"		19 00	
"	1838	" J. H. Rimbold, on $\frac{3}{4}$c " " co.'s note	"		15 98	
"	1842	" Heffner & Irwin, int. on unpaid estimates	"	2 54	5 12	
Feby. 28	J. f., 127	" J. Hoffman, bal. of int. due him as per $\frac{3}{4}$c rendered this date	4 62		1, 033 09	432 09
1	1854	" Hans Olsen, dif. of int. to date	"		25 00	1, 033 09
13	1856	" Jas. Price, " " " " "	"		118 32	
Mch. 15	1875	" Vkbg. B'k, int. on Dedrick note	4 47	17 99	66 37	
23	1888	" C. H. Morrison, atty., int. on Carriere & L	4 39	21 89	408 15	
" 27	1889	" S. Smith & Co., bal. int. & disct.	4 35	134 14	679 78	
Mch. 31	J. f., 131	" Carriere & Logan, bal. int. omitted	4 31	222 80	05	1, 297 62
June 30	J. f., 132	" G. C. Waddill, int. on co.'s note, favor Pinckard	3 305	01	510 00	05
Apl. 1	1901	" J. H. Rimbold, bal. int. on note, his favor	4 30	156 97	61 55	510 00
May 16	1907	" J. O. Wilcox, int. to date on bills	3 350	20 10	11 86	
				3 77		

July 28	1921	" W. W. Allen, bal. int. on ⅌	3 277		150 00		
"	1922	" J. H. Rimbold, 6 mo's int. on note, his favor	"	69 36	80 00		
Aug. 1	1931	" int. to July 1, '71, on 5 notes settled with Hon. Frank Morey	3 273		894 94	303 41	
"	1933	" J. G. Fenston, int. on p. roll	"		16 66		
"	1936	" Bry & Muir, " " co.'s note	"	317 51	144 56		
31	1955	" Wm. Miles, " " " "	3 243	2 94	10 07		
Sept. 30	J. f., 139	" S. Meyer, bal. of int., his favor	3 213	41 12	143 13	1,066 23	
Novbr. 17	1984	" Mike O'Toole, " on note, his favor	3 165	74	2 66	143 13	
21	1985	" Morrison & Farmer, int. on Stackhouse's note	3 161	15 90	57 68		
		Amount carried forward		363,906 26	60 34	753,130 74	
[435] 1871.		Amount brought forward		363,906 26	60 34	753,130 74	
Novbr. 17	1986	Pd. H. Filhiol, int. on note his favor	3 165		11 67		
"	1987	" A. J. Kelley, " " Thompson's note	"		2 10		
"	1988	" Martin Finley, int. on tr.'s certificate	"		7 25		
"	1989	" M. & St. L. P. Co. " " co.'s note	"	39 02	206 78		
30	1994	" Joe Roberts, bal. on P. R. ⅌	3 152		80 68		
"	1995	" Jno. Nolan, " " " "	"		208 86		
"	2003	" J. W. Locke, int. on co.'s accept'ce	"		16 94		
"	2004	" E. Dreyfus & Co., int. on Benoit note	"	88 98	18 61		
Dec. 11	2007	" Wm. Calderwood, int. on co.'s ⅌	3 141	3 01	11 20	613 23	
31	2014	" Jo. W. Butler, " " P. R. ⅌	3 121		61 80		
"	2015	" Mike Ryan, " " " "	"		7 00		
"	2016	" J. H. Rimbold, " " co.'s note, 6 mos	"	39 71	80 00		
1872. Janry. 5	2020	" J. Garrett, att'y, int. on Hindman's accep	3 116	12 49	47 05	160 00	
8	2022	" D. Stern, int. on loan, 3 yrs	3 113	6 36	24 00		
12	2025	" R. W. Richardson, att'y, int. on Burns' note	3 109		26 20		
"	2031	" J. J. D. McEnery, " int. on note fav. Keefe & English	"	22 02	57 22		
31	2040	" interest on note favor Olsen	3 90		75		
"	2048	" A. E. Axley, int. on note his favor	"		71 05		
"	2049	" Lee, Richardson & Co., int. on ⅌	"		20 28		
"	2054	" Lamkin & Eggleston, int. on ⅌	"	26 64	10 45		
Feby. 10	2057	" D. C. Gibson, bal. int. on P. R. ⅌	3 80		30 93	257 00	
"	2058	" H. Filhiol, int. on co.'s note	"	12 46	17 45		
29	2063	" M. & St. L. Pckt. Co., 30 d. int. on $1,342.16	3 61	2 54	10 03		
Mch. 20	2067	" do. 60 d. " " $1,137.00	3 42		15 78		
"	2068	" Mrs. B. B. Smith, int. on note her fav	"	20 99	68 44		
31	2071	" J. G. Sanders, bal. int. on Adams' ⅌, &c	3 31		93 97		
"	2073	" J. W. Locke, int. on Aug. Smith note	"		114 84		
"	2074	" H. Kinderman, int. Geo. Smith's "	"		2 85		
"	2080	" Wilson, int. on note his favor	"		9 74		
"	2082	" B. Slavin, int. on dft. from June 8, '70	"	59 25	18 66		
Apl. 15	J. f., 146	" S. Weil & Bro., dif. int. their favor	3 16		76 62	382 69	
						76 62	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Interest.	Time.	Interest.		
1872.						
"	J. f., 147	Pd. J. Hoffman, bal. of int. his favor	3 16	145 25	495 17	
May 16	J. f., 148	" Muir, Bry & Vollman, bal. int. their favor	2 350	18 55	78 10	495 17
July 24	"	" Manlove & Hobart, " " " "	2 281	3 56	16 00	78 10
May 17	2097	" M. & St. L. P. Co., interest on notes " "	2 349	318 79	1,342 46	16 00
June 30	2108	" J. H. Rimbold, " to this date on notes his favor	2 305	18 22	80 00	
July 31	J. f., 151	" J. C. Malcomb, dif. of int. his favor	2 274	85 70	388 00	1,422 46
Aug. "	J. f., 152	" F. P. Corby & Co., " " " their "	2 243	99 86	466 61	388 00
Sept. 9	2117	" int. on P. J. Kennedy's claim	2 236	93 28	439 16	466 61
30	2129	" Burton Bros., int. on P. R. a/c	2 213	.....	26 00	
"	2130	" M. & St. L. P. Co., " " note their favor	"	16 59	54 00	
		Amount carried forward	.....	365,039 53	519 16	757,486 62
[436]						
1872.		Amount brought forward		365,059 53	519 16	757,486 62
Sept. 30	2130	Pd. M. & St. L. P. Co., int. on their note	Ent. on	reverse hereof	00 00	
"	2140	" F. P. Corby & Co., " " accept'ce	2 213	4 69	22 50	
Oct. 2	2142	" A. Black, int. on P. R. a/c	2 211	.....	25 18	
"	2144	" int. on Oliver & Byrne's judgment	"	15 19	47 80	
13	2149	" stamps on Corby's note	2 200	92	15	
15	2151	" int. on O'Brien's note	2 198	16 12	79 00	
23	2152	" " on packt. co.'s	2 190	12 28	60 66	
25	2153	" " " Willson Vanhorn P. R. a/c	2 188	13 47	66 70	
29	2154	" " " M. & St. L. P. Co., 2 notes	2 184	25 25	125 62	
Nov. 10	2156	" " " Malcomb's note	2 172	3 62	18 33	
20	2159	" " Moses Steele P. R. a/c	2 162	10 04	51 25	
23	2160	" E. D. Farrar, att'y, int. on Adams' a/c	2 159	28 95	148 27	
"	2161	" M. & St. L. P. Co., int. on note	"	.....	67 32	
"	2162	" Claib. Gayle, int. on a/c	"	38 42	129 36	
Dec. 31	2164	" W. W. Carre & Co., int. on their a/c	2 121	.....	151 20	
"	2167	" int. on note fav. Malcomb	"	.....	21 00	
"	2168	" " " M. & St. L. Pckt. co.'s note	"	.....	74 89	
"	2169	" " " P. J. Kennedy "	"	.....	17 23	
"	2170	" J. H. Rimbold, int., 6 mos., on "	"	.....	80 00	
"	2171	" Jno. Hennigan & Co., int. on a/c	"	71 06	36 00	
1873.						
Janry. 31	2178	" int. on Williams' debt	2 90	.....	236 59	
"	2180	" M. & St. L. P. Co., int. on note	"	.....	80 00	
"	2181	" int. on M. M. Givens' "	"	.....	91 02	

	"		2284	"	R. G. Cobb, att'y, int. on Vklbg. loan		"	116 28	238 50	
Feb.	23		2288	"	M. & St. L. P. Co., int. on note	2	70		86 66	
	"		2289	"	Saml. Smith & Co., " " "		"	78 63	363 01	
Mch.	23		2291	"	int. on note fav. P. J. Kennedy	2	39		24 00	
	"		2292	"	" " " " B. Johnson		"		48 45	
	"		2293	"	M. & St. L. P. Co., int. on note		"	28 06	94 00	
										3,003 85
May	16	J. f.,	157	"	int. on judgt. S. P. Burke	1	350	115 48	731 90	
										731 90
Apl.	30		2200	"	M. & St. L. P. Co., int. on note	2	1		100 00	
	"		2203	"	Gerspach & Henning, bal. int. on note	2	1		98 49	
	"		2208	"	T. W. Nelson, bal. of int. his favor	2	1		78 79	
	"		2210	"	Harrison Allen, int. on P. R. 3/C	2	1	47 85	21 35	
May	31		2218	"	M. & St. L. P. Co., int. on note	1	335	16 50	106 66	
June	6		2220	"	int. on Kennedy's note	1	329	5 51	36 00	
July	1		2226	"	J. H. Rimbold, 6 mos. int. on co.'s note	1	304	11 82	80 00	
	31		2229	"	E. S. Austin, int. on Nolan's accep	1	274		29 55	
	"		2230	"	Albert Hawkins, int. on P. R. 3/C		"		40 96	
	"		2231	"	Pat. Doulan, bal. int. from Nov. 1, '67		"	56 81	332 97	
										924 77
Aug.	31	J. f.,	161	"	E. Dreyfus & Co., bal. int. on 3/C	1	243	2 00	14 92	14 92
					Amount carried forward			365, 757 48		762, 162 06
[4.7]										
1873.					To amount brought forward			365, 757 48		762, 162 06
Oct.	1		2260	Pd.	Lee, Richardson & Co., int. on their claim	1	212	3 96	31 15	
	2		2262	"	int. on co.'s note for Belknap	1	211	7 13	56 31	
	"		2262	"	" " " " " Wynn		"	7 33	57 71	
Nov.	1		2270	"	W. R. Gordon, int. on co.'s note, his favor	1	181	1,094 61	9, 104 92	
	30		2271	"	F. P. Stubbs " " " " "	1	52	"	8, 099 69	
	"		2271	"	do. dif. of int., his favor, on 3/C		"	"	63	
	"		2272	"	J. T. Ludeling, int. on co.'s note, his favor		"	"	14, 909 14	
	"		2272	"	do. bal. int. on sundry notes		"	"	737 01	
	"		2274	"	J. Ray, int. on co.'s note, his favor		"	"	7, 659 88	
	"		2275	"	F. Morey, " " " " " "		"	3, 662 64	784 79	
										41, 441 23
1874.										
Jany.	7		2304	"	Gerspach & Henning, bal. int. on co.'s note	1	112	16 22	154 51	
	21		2306	"	G. C. Waddill, int. to Nov. '73 on " "	1	100	131 01	1, 281 54	
	31		2312	"	J. H. Rimbold, int. to June 30, 74, on co.'s note of $2,000	1	90	8 00	80 00	
Aug.	31		2349	"	J. H. Rimbold, int. for 6 mos. on co.'s note		243	4 32	80 00	
1873.										1, 596 05
Dec.	"		2291	"	Jno. Nolan McNeil, int. on P. R. 3/C	1	121		58 97	
	"		2292	"	Tim. Hanley, bal. " " " " "		"		682 66	
	"		2301	"	B. R. Thomas, int. to Novr. '73 on Waddill & Beale's notes		"		3, 061 95	
	"		2298	"	Tim. Hanley, int. due on suspse. 3/C		"		7 65	
	"		2299	"	int. on co.'s notes, favor Baker		"		652 74	
	"		2302	"	M. & St. L. Pckt. Co., int on three notes		"	527 36	469 71	
										4, 933 68
1874.										
Aug.	31	J. f.,	168	"	J. S. Richardson, dif. of int., his favor	1	243	9 67	72 36	72 36
Nov.	1		2373	"	M. & St. L. P. Co., int. on $4,000 to Oct. 20, '74		181		880 00	
	"		2374	"	J. T. Ludeling, bal. of int. to Septr. 1, '74		"		352 61	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Interest.	Time.	Interest.		
1874.						
Nov. 1	2375	Pd. int. on McGuire's note to date	181		968 05	
"	2376	" J. T. Ludeling, 12 mos. int. on $80,390.21	"	347 20	6,431 21	
						8,631 87
		Salary.				
1866.						
Aug. 31	313	Pd. Jos. F. McGuire, secty. & treasr.'s salary to date	8243	986 25	1,421 12	
Sept. 30	363	" do. " " for Sept	8 213	143 13	208 33	1,421 12
Oct. 31	387	" do. " " " Octbr	8 182	141 69	208 34	208 33
Nov. 26	430	" J. T. Ludeling, president's salary from 6th Feby. to 31st Oct., inclusive, at $3,000 per annum	8 156	1,487 88	2,205 39	208 34
30	439	" W. R. Gordon, supt's salary from 6th Feby. to 30 Nov., inclusive, at $5,000 per annum	8 152	2,751 63	4,083 96	
"	440	" J. F. McGuire, trs. & secty.' salary for Novber	"	140 31	208 33	
Dec. 31	531	" Jno. T. Ludeling, president's salary for Nov. & Dec	8 121		500 00	6,497 68
"	532	" Jos. F. McGuire, trs. & secty.'s salary for Dec	"	472 32	208 34	
		Amount carried forward		377,700 14		708 34
[43]						827,881 06
1867.		Amount brought forward		377,700 14		827,881 06
Jany. 31	550	Pd. Jos. F. McGuire, trs. & secty.'s salary, Jany	8 90	137 14	208 33	208 33
Feby. 28	624	" do. salary, Febry. '67	8 62	136 15	208 34	
"	625	" W. R. Gordon, supt. salary for Dec., Jany., & Feby	"	817 92	1,250 00	
Mch. 31	640	" Jos. F. McGuire, trs. & secty.'s saly. for Mch	8 31	134 71	208 33	
July 31	681	" J. T. Ludeling, prest.'s saly., Jan. 1 to July 1st, incl., 7 mos	7 294	986 56	1,750 00	
Oct. 31	762	" do. " " to 31 Oct., 1867	7 182		750 00	3,416 67
"	763	" W. R. Gordon, supt.'s saly. to 31st Oct., '67	"		3,333 33	
"	764	" J. F. McGuire, trs. & secty.'s " " " " "	"		1,041 67	
"	917	" J. T. Ludeling, prest.'s sal'ry, 1 year to date	"		3,000 00	5,125 00
"	949	" W. R. Gordon, supt.'s " 1 " " "	"		5,000 00	
"	948	" J. F. McGuire, tr. & secty., " 6 mos. " "	"	8,631 39	1,250 00	
1869.						9,250 00
May 31	1005	" do. " 5 " ending May 31, '69	5 335	494 22	1,041 67	1,041 67
July 31	1064	" president's salary, for mos. Novr., Dec., '68, Jany., Feby., '69	5 274		1,000 00	
"	1065	" treasurer's do. " " June & July, '69	"		416 67	
Aug. 31	1082	" " do. " " Aug., '69		784 95	208 33	
						1,625 00

Sept. 30	1175	" J. F. McGuire do. " " Septr., "	5	213	93 15	208 34			
Oct. 31	1226	" do. do. for month of Octr., 69	5	182	91 74	208 34		208 34	
1870.									
May 31	1594	" do. do. " Mar., Apl., & May, '70	4	335	246 53	625 00		208 34	
Oct. "	1713	" do. do. " June, July, & Aug., 70	4	182		625 00		625 00	
"	1714	" Jno. T. Ludeling, prest., salary for Mch. 1st, 1869, to Oct. 3, '70, incl., 1 year 7 mos. & 13 days		"	1,946 40	4,775 40			
1871.									
Jany. 31	J. f., 123	" Jno. Ray, prest.'s salary from Oct., 1870, to Jany. 31, '71, inclusive, @ $3,000 per anm	4	90	331 50	975 00		5,400 00	
1870.									
Dec. 31	1807	" Jos. F. McGuire, treas. & secty., sal'ry for Nov. & Dec., '70	4	121	144 51	416 67		975 00	
1871.									
Mch. 31	J. f., 131	" Jno. Ray, prest.'s salary, Feby. & Mch., '71	4	335	197 22	500 00		416 67	
July 31	J. f., 135	" do. " " from Apl. 1, 1871, to July 1, '71, inclusive, 4 mos	4	274	380 90	1,000 00		500 00	
Aug. 31	J. f., 136	" Jno. Ray, prest.'s salary for mo. of Aug	3	243	73 50	250 00		1,000 00	
1872.									
Jany. "	J. f., 143	" do. " " from Sept. 1, '71, to date, 5 mos., @ $3,000 per annum	3	90	325 00	1,250 00		250 00	
Apl. 15	J. f., 147	" Jno. Ray, for prest.'s salary from 31st Jany., '72, to 31st Mch., 72	3	16	121 78	500 00		1,250 00	
May 16	J. f., 148	" Jno. Ray, prest., sal'ry from Apl. 1, '72, to May 25, '72, inclusive, @ $250 per mo	2	350	108 95	458 33		500 00	
Aug. 31	J. f., 152	" J. T. Ludeling, prest., sal ry from 25 May, '72, to 31st Aug., '72, 3 mos. 6 days, @ $3,000 per anm.	2	243		791 67		458 33	
1873.									
Aug. 31	J. f., 157	" J. T. Ludeling, prest.'s salary from Sept. 1, '72, to 30 June, '73, 10 mos., @ $3,000 per anm		"		2,500 00		791 67	
"	2245	" J. F. McGuire, tr. & secty., salary, July & Aug., '73		"		416 67		2,500 00	
"	2247	" J. H. Milking " for Aug., 73		"		175 00			
		Amount carried forward			393,847 95			591 67	
								864,222 75	
[439]									
1873.									
		Amount brought forward			393,847 95			864,222 75	
Aug. 31	J. f., 160	" J. T. Ludeling, prest's. salary, July & Aug., '73	1	243	587 30	500 00			
1874.									
Aug. 31	J. f., 168	" do. " " 1 year ending Aug. 31, '74		243	162 00	3,000 00		500 00	
Oct. 31	J. f., 170	" do. " " Sept. & Oct. '74		182	20 22	500 00		3,000 00	
								500 00	
		Expense a/c. transportation dep't.							
1866.									
Dec. 28	1	Pd. Lee Branch, for tallow	8	124	3 40	5 10			
31	2	William Jones, for waste	8	12		4 62			
"	3	Jas. Dull, lost freight		"		3 25			
"	4	C. McDonough, salary		"	55 26	75 00			
								87 9	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Expense & C. transportation dep't.	Time.	Interest.		
1867.						
Jany. 31	5	Pd. J. L. Nelson, for tallow				
"	6	James H. Seavy, cash pd. for tallow	8 90		48 75	
"	8	W. W. Chapman, for receiving and forwarding frt. that arrived too late for train	"		2 38	
		January pay-roll, viz:	"		28 40	
"	9	Conductors & train hands	"			
"	10	Extra gang, repairs of road	"		150 00	
"	11	Gang No. 8, " " "	"		1,255 50	
"	7	Thos. T. Bell, for wood	"		459 62	
			"	1,290 15	10 13	
Feby. 11	12	T. G. Brigham, for bbl. sugar lost from train				1,954 78
19	13	W. W. Chapman, for recvg. & forwarding	8 79	21 18	31 92	
28	14	T. G. Brigham, for bbl. potatoes lost	8 71	19 92	30 40	
"	15	W. W. Chapman, for receiving and forwarding	8 62		6 00	
"	16	Joe Roberts, for 29 days' work on track	"		14 62	
"	17	C. McDonough, sundry disbursem'ts	"		40 00	
"	18	February pay-roll for conductors, &c	"		7 75	
"	19	engiemen & firemen, Feby. p. r	"		172 50	
"	20	Feby. p. r., gang No. 8, repairs	"		180 00	
"	21	La Intelligencer, for tickets & advertising	"		598 85	
			"	684 27	27 25	
Mch. 14	22	J. W. Casey, for 1 coil rope lost				1,109 29
19	23	W. W. Chapman, for receiving and forwarding	8 48	17 57	27 00	
28	24	J. H. Seavey, for amt. pd. by him for rags	8 43	80	1 25	
31	25	Jos. F. McGuire, for sundry disbursem'ts	8 34	3 24	5 00	
			8 31	8 90	13 25	
May 10	26	W. W. Chapman, drayage & storage	7 356		2 35	47 00
"	27	internal rev. collr., excise tax on gross receipts:				
"	28	for month of December, 1866	"		45 20	
"	29	" " " January, 1867	"		70 01	
"	30	" " " February, "	"		31 20	
15	31	" " " March, "	"	105 97	17 05	
31	32	T. L. Sorrells, for sundries	7 351	4 17	5 91	
		Chas. E. Case, for tallow & waste	7 335	3 03	4 75	
						176 46
		Amount carried forward		396, 835 37		871, 598 25
[440]						
1867.		Amount brought forward		396, 835 37		871, 598 25
June 1	33	Pd. J. J. Baldwin, for renewing glass on cab	7 334	95	1 50	
13	34	Qua. Telegraph, for advert'ing & tickets	7 322	7 09	11 25	
14	35	J. H. Seavy, for waste & copper	7 321	4 14	6 50	
30	36	W. Wright, for 29½ cords wood	7 305		59 00	
"	37	Jno. Jones, " 6½ do. do.	"		13 00	
"	38	J. H. Seavy, for waste	"		5 00	

	"	39	Mch. pay-roll, conductors, &c		"		150 00		
	"	40	" " " enginemen & fireman		"		190 00		
	"	41	May " " " "		"		157 00		
	"	42	" " conductors, &c		"	454 51	150 00		
								743 25	
July	6	43	J. M. Defie, for waste	7	299	2 60	4 18		
	31	44	Jeff. Butler, " 1¼ cords wood	7	274		3 12		
	"	45	Mch. pay-roll, gang ‡ 8, repairs		"		809 00		
	"	46	Apl. " " " "		"		639 12		
	"	47	May " " " "		"		656 03		
	"	48	June " " " "		"		536 50		
	"	49	" " conductors & agents		"		150 00		
	"	50	July " " " "		"	1,806 20	115 00		
								2,912 95	
Aug.	31	51	August " " &c	7	243		115 00		
	"	52	Joe Chatman, for 16 lbs. rags		"	71 84	2 00		
								117 00	
Sept.	7	53	U. S. rev. colr., excise tax on gross rec'pts. June, 9.80; July, 15.81; Aug., 20.57	7	236		40 18		
	30	54	Ona. Telegraph, for 800 conductors' tickets	7	213		16 00		
	"	55	R. Endom, for sand & hauling		"		7 50		
	"	56	Sep. p. roll, for conductor, agts, &c		"		139 75		
	"	57	J. F. McGuire, Ur's salary for Apl. & May		"	352 20	416 67		
								626 10	
Oct.	11	58	Robt. Benson, for 24 lbs. rags	7	202	1 81	3 00		
"	21	59	do. " 49 " do.	7	192		6 12		
	"	60	J. L. Nelson, " 50 " tallow		"	7 43	6 25		
	28	61	J. W. Green, " 30 " do.	7	185	2 73	4 50		
								19 87	
Nov.	16	62	Ben. McLemore, for hauling oil	7	166	3 58	6 00		
	21	63	Irwin & Simms, " 50 bu. corn	7	161	37 25	62 50		
	29	64	Robert Benson, for rags	7	153	2 38	4 00		
	30	65	E. S. Austin, for sundries	7	152		7 50		
	"	66	Excise tax on gro. recpts. to int. rev. colr		"		40 86		
	"	67	J. G. Sanders, for 1 sck coffee		"	61 94	56 00		
								176 86	
Dec.	17	68	J. L. Nelson, for tallow	7	135	3 68	6 25		
	31	69	Jas. S. Ray, for corn-meal	7	121		52 62		
	"	70	Standifer, Bush & Co., for 1 bbl. beef		"		35 00		
	"	71	Fred. Endom, " sundries		"		21 50		
	"	72	Jno. G. Sanders, " "		"	118 50	24 68		
								140 05	
			Amount carried forward			399,802 51		876,334 33	
[441]									
1868.			Amount brought forward			399,802 51		876,334 33	
Jany.	4	73	Pd. Robt. Benson, for rags	7	117	2 79	4 75		
	14	74	J. L. Nelson, for tallow	7	107	3 64	6 25		
	18	75	Henry Kinderman, for corn	7	103		16 85		
	24	76	Str. Vicksburg, for provisions		"	90 56	138 60		
	30	77	H. Kinderman, for meal & rope	7	97		13 50		
								179 95	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1868.						
Feby. 10	78	Pd. T. C. Wisener, for meal	7 80	16 18	28 00	
17	79	A. R. Wisener, " beef	7 73	8 64	15 05	
20	80	R. Benson, " rags	7 70	3 51	6 12	
23	81	J. Hoffman, " meal	7 67	8 92	15 50	
29	82	R. Benson, " old brass	7 61		3 68	
"	83	McFee & Filhiol, for oil	"		3 00	
"	84	L. W. Singhurr, " paper	"		27 00	
"	85	T. L. Nelson, " tallow	"	99 90	6 25	
Mch. 1	86	J. J. Baldwin, " beef	7 61		105 90	104 60
"	87	Jno. W. Cazey, " beef	"		29 60	
"	88	Union Record, advertizing schedule	"		11 25	
"	89	Bastrop Dispatch, " "			11 25	
"	90	int. rev. colr., tax on gro. recpts., Novbr., 67	"		43 33	
"	91	" " " " " " " Dec. "	"	156 41	71 39	
5	92	A. R. Wisener, for beef	7 57	19 01	33 20	
7	93	J. G. Sanders, for sundries	7 55	46 51	81 30	
17	94	H. Kinderman, " "	7 45	1 54	2 70	
18	95	Jno. James, for wood, and cutting same	7 44	3 28	5 75	
21	96	Robt. Benson, " waste	7 41	5 69	10 00	
26	97	Henry Kinderman, for sundries	7 36	8 86	15 60	
31	98	Aug., '67, p. roll, gang No. 1, repairs	7 31		423 27	
"	99	" " " " " 4 "	"		237 09	
"	100	" " " " " 8 "	"		550 82	
"	101	Septr. " " machinist gang	"		947 25	
"	102	" " " gang No. 1, repairs	"		324 37	
"	103	" " " " " 4 "	"		221 90	
"	104	" " " " " 8 "	"		426 19	
"	105	Oct. " " machinist gang	"		515 25	
"	106	" " " enginemen & firemen	"		212 50	
"	107	" " " conductors, &c., & agents	"		150 25	
"	108	" " " gang No. 3, repairs	"		361 88	
"	109	" " " " " 4 "	"		263 41	
"	110	" " " " " 8 "	"		410 96	
"	111	Novbr. " " enginemen & firemen	"		200 00	
"	112	" " " conductors, agts., &c	"		149 50	
"	113	" " " gang No. 8, repairs	"		468 30	
"	114	" " " machinist gang	"		610 25	
		Amount carried forward		400, 200 95	6, 894 46	876, 618 88
[442] 1868.		Amount brought forward		400, 200 95	6, 894 46	876, 618 88
Mch. 31	115	Pd. enginemen & fireman, Dec. p. roll	7 31		183 00	
"	116	Decbr. p. roll, conductor, agents, &c	"		181 00	

Mch.	31	115	Pd. enginemen & fireman, Dec. p. roll		7	31			870 018 88	
"		116	Decbr. p. roll, conductor, agents, &c		"			183 00		
								181 00		
"		117	" " " gang No. 4, repairs		"			232 50		
"		118	" " " " 8 "		"			263 62		
"		119	Jany., 68 " machinist gang		"			724 45		
"		120	" " " enginemen & firemen		"			128 25		
"		121	" " " conductor, agts., &c		"			181 00		
"		122	" " " gang No. 3, repairs		"			288 75		
"		123	" " " " 4 "		"			263 93		
"		124	" " " " 8 "		"			238 20		
"		125	Feby. " " enginemen & firemen		"			279 00		
"		126	" " " conductor, agts., &c		"			190 00		
"		127	" " " gang No. 8, repairs		"			240 37		
"		128	" " " Joe Roberts' gang		"			243 13		
"		129	Mch. " " enginemen & firemen		"			165 35		
"		130	" " " conductor, agts., &c		"			133 00		
"		131	" " " gang No. 8, repairs		"			243 50		
"		132	" " " Joe Roberts' gang		"		6,085 40	83 50		
Apr.	1	133	str. Frank Pargond, for provisions		7	30	86 42	152 60		11,156 01
	2	134	H. Kinderman, for sundries		7	29	9 60	16 95		
	4	135	str. Frank Pargond, for coal		7	27		3 75		
"		136	T. L. Nelson, for tallow		"		5 66	6 25		
	7	137	Richd. Brazil, for old brass		7	24	1 34	2 40		
	8	138	Kinderman (Henry), for sundries		7	23		15 00		
"		139	W. H. Parker, for sundry disbursements		"		58 21	88 00		
	14	140	Henry Kinderman, for sundries		7	17	9 44	16 75		
	21	141	do. " "		7	10	9 91	17 65		
	25	142	McFee & Filhiol, for oil, &c		7	6	8 27	14 80		
	30	143	Dick Brazil, for old copper		7	1		2 16		
"		144	int. rev. colr., tax on gro. recpts., Sepbr., '67		"			25 38		
"		144	" " " " " " " " Decr. "		"		59 36	78 44		
June	9	155	H. Kinderman, for sundries		6	326		16 75		
"		156	H. W. McLemore & Son, ½ bbl. whiskey stolen		"		26 89	31 90		
	11	157	str. Idahoe, for 10 boxes coal		6	324	5 52	10 00		
	18	158	McFee & Filhiol, for oil		6	317	1 13	2 00		
	19	159	int. rev. colr., tax on recpts. for Jany., '68		6	316		56 58		
"		159	" " " " " " " Feby. "		"		57 83	48 59		
	22	160	J. Hoffman, for provisions		6	313	27 48	50 02		
	27	161	str. Cleona, frt. on sundries		6	308	1 03	1 87		
	29	162	McFee & Filhiol, for oil		6	306	67	1 25		
	30	163	H. Kinderman, for sundries		6	305	17 96	32 79		
			Amount carried forward				406, 673 07			888, 466 77
[443] 1868.			Amount brought forward				406, 673 07			888, 466 77
May	1	145	Pd. J. W. Green, engr., salary to Apl. 30, '68		6		720 00	1, 500 00		
"		146	J. F. McGuire, trs., Nov. & Decr., '67		"		100 00	416 67		
	4	147	Henry Kinderman, for sundries		6	362	53 28	95 09		
	11	148	Chamberlain & Feibelman, provisions		6	355	41 92	75 00		
	16	149	J. W. Arthur & Co., do.		6	350	26 22	47 00		
	18	150	str. Vicksburg, frt. on do.		6	348	98	1 75		
	25	151	Henry Kinderman, sundries		6	341	18 90	34 00		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1868.						
May 25	152	Pd. T. L. Nelson, for tallow	6 341	8 89	16 00	
31	153	Mary Allen, rags (waste)	6 335	.....	3 00	
"	154	Jno. G. Sanders, tobacco	"	21 13	35 15	
July 1	164	J. Hoffman, for provisions				2,223 66
"	165	int. rev. colr. manufacs. license	6 304	.....	44 20	
"	166	S. C. Guess, for fresh beef	"	.....	10 00	
7	167	P. Ezelius, leather for pump	"	38 14	15 60	
"	168	Caroline Roberts, for rags	6 298	.....	2 50	
20	169	Henry Kinderman, for provisions	"	3 13	3 20	
25	170	Jno. A. Peale, " punches	6 285	31 83	47 50	
26	171	H. Kinderman, sundries	6 280	2 17	4 00	
29	172	J. Hoffman, pork	6 279	51 31	94 70	
31	173	H. Kinderman, sundries	6 276	18 41	34 00	
"	174	G. W. Oliver, peas lost	6 274	47 33	87 45	
"	175	str. Cleona, for oil, coal, &c	"	.....	7 25	
				72 74	127 30	
Aug. 11	176	H. Kinderman, for provisions				477 70
14	177	col. int.-rev. tax on gro. recpts. to Mch., '68	6 263	45 59	84 65	
"	"	" " Apl., "	6 269	.....	39 17	
"	"	" " May, "	"	.....	22 44	
15	178	A. K. Reams, ferrying passengers at Vkbg	"	50 95	33 25	
"	179	La. Intelgr., tickets, advtg., &c	6 259	.....	18 37	
"	180	T. C. Wisener, for corn-meal	"	.....	66 50	
26	181	do., " " "	"	53 69	15 00	
"	182	H. Kinderman, provisions, &c	6 248	.....	15 00	
31	183	J. L. Nelson, for tallow	"	50 06	78 50	
Sept. 5	184	T. C. Wisener, for meal	6 243	9 14	17 20	
10	185	Mrs. L. Echols, for turpentine	6 269	8 10	15 00	390 08
13	186	H. Kinderman, " provisions	6 264	54	1 00	
17	187	La. Intelligencer, " posters	6 261	36 51	75 35	
"	188	T. C. Wisener, " meal	6 257	.....	10 00	
20	189	do., " do.	"	13 43	15 00	
28	190	H. Kinderman, " provisions	6 254	8 05	15 00	
30	191	G. C. Waddill, for hauling & ferriage	6 246	41 46	77 50	
"	192	J. J. Baldwin, services self & laborers	6 244	.....	11 50	
			"	83 75	145 00	
		Amount carried forward				365 35
[444]				408,330 72		891,923 56
1868.		Amount brought forward		408,330 72		891,923 56
Oct. 1	193	A. K. Reams, for ferrying passgrs. Vkbg	6 212	34 26	65 00	

5	194	H. Kinderman, for pork & meal	6	208		26 07	49 50	
10	195	Mary Allen, " rags, waste	6	203		3 66	6 96	
15	196	W. R. Ward, expense to Vkbg	6	198		3 14	6 00	
17	197	Peterson, Hill & Elliott, oil, &c	6	196		17 75	33 90	
19	198	Thos. Williams, fresh beef	6	194		8 04	15 40	
22	199	Louis Hoffman, for car-locks	6	191		4 70	9 00	
23	200	T. C. Wisener, " corn-meal	6	190			15 00	
"	201	str. Gov. Allen, frt. on sunds	"			11 38	8 00	
27	202	La. Intelligencer, tickets	6	186		3 13	6 00	
28	203	H. Kinderman, provisions, &c	6	185		96 69	185 55	
29	204	Stauffer, Kent & Co., sundries	6	184			108 81	
"	205	Slaughter & Moore, stove-pipe, &c	"			60 04	6 50	
31	206	C. W. Eason, for lost freight	6	182			10 75	
"	207	Jube Smith, for 8 cords wood	"				19 00	
"	208	W. Schultze, leather for pump	"				1 50	
"	209	J. F. McGuire, tr.'s salary, Janv. to Apl., '68	"				833 33	
"	210	J. W. Green, eng., May, June, & July, '68	"				750 00	
"	211	" " Aug., Sept., & Oct., '68	"				750 00	
"	212	W. Schultze, leather for pump	"				2 50	
"	213	p.-roll enginemen & firemen, Apl., '68	"				249 38	
"	214	" conductors & train-hands, "	"				141 00	
"	215	" Joe Roberts's gang, "	"				74 75	
"	216	" gang No. 3, repairs, "	"				158 50	
"	217	" machinist & shop gang, May	"				531 25	
"	218	" conductors & train-hands, May, '68	"				173 75	
"	219	" enginemen & firemen, " "	"				191 35	
"	220	" Joe Roberts's gang, " "	"				87 50	
"	221	" gang No. 3, repairs, " "	"				164 50	
"	222	" machinist & shop gang, June, "	"				465 25	
"	223	" enginemen & firemen, " "	"				144 50	
"	224	" conductors & train hands, " "	"				154 00	
"	225	" gang No. 3, repairs, " "	"				163 00	
"	226	" machinist & shop gang, July, "	"				502 00	
"	227	" enginemen & firemen, " "	"				129 00	
"	228	" conductor & train-hands, " "	"				197 00	
"	229	" Joe Roberts's gang, " "	"				157 75	
"	230	" conductors & train-hands, Aug., "	"				243 00	
"	241	" enginemen & firemen, " "	"				245 75	
"	232	" gang No. 1, repairs, " "	"				63 05	
"	233	" machinist & shop gang, Sept., "	"				606 00	
		Amount carried forward				408, 599 58	7, 724 98	891, 923 56
[445]								
1868.		Amount brought forward				408, 599 58	7, 724 98	891, 923 56
Oct. 31	234	p.-roll conductor & train-hands, Sept., '68	6	182			248 50	
"	235	gang No. 1, repairs, " "	"				64 80	
"	236	machinist & shop gang, Oct. "	"				463 70	
"	237	conductor & train-hands " "	"				233 25	
"	238	gang No. 1, repairs, " "	"				81 35	
"	239	F. J. Hicks, for fresh beef	"				24 05	
"	240	J. S. Ray, meal & shelling corn	"				108 75	
"	241	J. R. Stevens, for sundries	"				57 00	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1868.						
Oct. 31	242	Pd. J. J. Baldwin, for wood	6 182		213 12	
"	243	J. J. Baldwin, " sundries	"		200 00	
"	244	Ouachita Telegraph, avtz'g & job printing	"		94 75	
"	245	A. R. Wisener, for fresh beef	"	4,698 51	29 30	
						9,543 55
Nov. 2	247	J. L. Nelson, for tallow	6 180	8 24	6 25	
5	248	H. Kinderman, " provisions	6 177	18 46	35 50	
7	249	Perkins, Livingston & Post, for sundries	6 175	27 28	52 55	
11	250	Louisa. Intelligencer " tickets	6 171		6 00	
"	251	T. C. Wisener, 36 bu. corn	"	26 42	45 00	
16	252	J. Q. C. Stafford, lost goods	6 166		20 00	
"	253	McFee & Filhiol, sundries	"	18 37	15 60	
21	254	H. Kinderman, provisions	6 161		71 00	
"	255	excise tax gro. recpts. for Sept	"	72 20	68 99	
28	256	H. Kinderman, provisions	6 154	47 55	92 50	
30	257	S. Nelson, brackets for lamps (pasgr. cars)	6 152		2 25	
"	258	A. R. Wisener, services at tank	"	14 00	25 00	
Dec. 3	259	Mrs. L. Echols, for borax	6 149	75	1 50	
14	260	H. Kinderman, " provisions	6 138		48 50	
"	261	Chamberlain & Fiebelman, for lard	"		64 30	
"	262	N. Kline, for tallow	"	73 66	31 50	
19	263	Stauffer, Kent & Co., copper pipe	6 133	19 85	38 98	
21	264	str. St. Mary, frt. on same	6 131	51	1 00	
27	265	H. Kinderman, provisions	6 125	23 87	47 00	
28	266	S. M. Brumby & Jno. Smith, lost frt	6 124	26 39	52 00	
31	267	J. G. Sanders, for sundries	6 121		170 20	
"	268	excise tax, gro. recpts., July '68	"		45 55	
"	269	R. Fullum, for ditching	"		6 75	
"	270	A. R. Wisener, services at tank	"		25 00	
"	271	Jos. F. McGuire, tr.'s salary, Novr. & Decr. '68	"	336 64	416 67	
1869.						1,389 59
Jany. 11	272	McFee & Filhiol, coal oil, glass, &c	6 110	2 28	4 50	
17	273	H. Kinderman, for provisions, &c	6 94	32 20	64 00	
23	274	do. " do.	6 98	12 48	24 95	
30	275	do. " do.	6 91	23 27	46 50	
		Amount carried forward		414,077 51	139 95	902,856 70
[446]						
1869.		Amount brought forward		414,077 51	139 95	902,856 70
Jany. 31	276	A. R. Wisener, services at tank to Jany. 17, '69	6 90		25 00	
"	277	W. B. Tarbutton, for wood	"	21 26	17 50	
Feby. 1	278	J. G. Richardson, sundry expenditures	6 89	3 90	8 00	
6	279	H. Kinderman, provisions, &c	6 84	30 78	61 82	
16	280	A. Brosseau & Co., matting for pasgr. car	6 74	8 64	17 40	

	18	281	str. Gov. Allen, frt. on matting		6 72				
	"	282	Naughton & Moore, stove pipe		"		50		
	22	283	Henry Kinderman, provisions, &c			2 48	4 50		
	27	284	Jas. Dull, for 6 cords ash wood		6 68	26 60	53 70		
	28	285	A. R. Wisener, services at tank to date		6 63	7 41	15 00		
	"	286	W. H. Parker, amt. paid for draying & loading cars		6 62		37 50		
	"	287	J. W. Locke, draying wood, trucks, &c		"		118 00		
	"	288	Naughton & Moore, for sundry repairs		"		5 00		
	"	289	T. N. Hammett, Vkbg. agt., on ac. salary		"		20 00		
						161 47	146 50		
Mch.	19	291	str. Gov. Allen, for coal, & frt. on same		6 43	10 77	22 00	670 37	
	20	292	Henry Kinderman, for provisions, &c		6 42	76 73	138 35		
	31	293	str. Latourche, frt. on sundries		6 31		5 00		
	"	294	str. Gov. Allen " " "		"		2 00		
	"	295	J. W. Locke, for draying coal		"		1 50		
	"	296	W. B. Tarbutton, wood, Feby. & Mch., '69		"		32 50		
	"	297	J. J. Baldwin, wood, Nov., '68, to Mch., '69		"		142 19		
						89 20			
Apl.	6	298	str. Gov. Allen, for lard, coal oil & frt		5 25	44 79	92 31	343 54	
	8	299	McFee & Filhiol, coal oil, stationery, &c		6 23	4 67	9 63		
	27	300	H. Kinderman, for sundries		6 4	70 42	146 45		
	30	301	conductor & agts. p. roll for Nov., 1868		6 1		157 25		
	"	302	gang No. 1, repairs p. roll " "		"		77 05		
	"	303	" " 3, " " " "		"		152 00		
	"	304	" " 4, " " " "		"		157 62		
	"	305	machinist gang " Dec., "		"		435 50		
	"	306	conductor & agts. " " "		"		195 91		
	"	307	gang No. 1, repairs " " "		"		58 80		
	"	308	" " 3, " " "		"		151 62		
	"	309	" " 3, " " Jany. '69		"		231 50		
	"	310	conductor & agts. " "		"		256 00		
	"	311	" " " " Feby. "		"		219 00		
	"	313	" " " " Mch. "		"		252 88		
	"	312	machinists' gang " " "		"		685 00		
	"	314	conductor & agts. " Apl. "		"		264 75		
May	4	315	W. B. Tarbutton, for wood		"	1, 592 03	20 31		
	26	316	W. Schulze, for leather for pumps		5 362	1 92	4 00		
		317	S. W. Odell, for ½ doz. spades		5 340	4 28	9 00		
[447]			Amount carried forward			416, 234 86	3, 576 58	903, 870 61	
1869.			Amount brought forward			416, 234 86	3, 576 58	903, 870 61	
May	29	318	str. Gov. Allen, for coal		5 337	1 22	2 50		
	31	319	W. B. Tarbutton, for wood		5 335		15 94		
	"	320	machinists' p. r. for May, 1869		"		674 13		
	"	321	conductors' & agents' p. r. for May, 1869		"		279 00		
	"	322	gang No. 1, repairs, " " " "		"		138 00		
	"	323	W. B. Tarbutton, wood bill due Oct. 31, '68		"	600 37	158 43		
June	14	324	H. Kinderman, for provisions, &c		5 321	98 14	208 30		
	25	325	H. Kinderman, " " "		5 310	23 81	50 75		
	30	326	O. Heffner, " sundries		5 305		52 50		
	"	327	W. B. Turbutton, wood for Nov. & Dec., '68		"		45 19		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1869.						
June 30	328	Pd. Horter, Peterson & Fenner, for tank hose	5 305		30 75	
"	330	machinists' p. roll for June, 1869	"		659 75	
"	331	conductor " " " "	"		259 87	
"	332	gang No. 2 " repairs for June, 1869	"		408 45	
"	333	" " 3 " " " "	"		400 15	
"	334	" " 4 " " " "	"		155 12	
"	335	W. B. Tarbutton, for wood used in June	"		16 85	7,132 26
			5 293		2 80	
July 12	336	J. Hoffman, for rope	"	10 62	20 00	
"	337	E. S. Austin, " spades	5 282	24 57	53 15	
23	338	H. Kinderman, for sundries	5 274		90 00	
31	339	La. Intelligencer, advtg. & printing	"		98 50	
"	340	Jube Smith, for cross-ties	"		4 00	
"	341	Irwin & Simons, for bucketts	"		19 06	
"	342	W. B. Tarbutton	"		315 05	
"	343	excise tax on gro. recpts. for Nov. & Dec., '68, and Feby. to June, '69, inclusive	"		731 00	
"	346	machinists' p. r. for July, 1869	"		262 50	
"	347	conductor & agents' p. r. for July, 1869	"		361 00	
"	348	repairs, gang No. 3, for July, 1869	"		178 43	
"	349	" " " 4, " " "	"	961 69	27 00	2,162 49
"	344	John James, office boy, to date				
			5 270		2 75	
Aug. 4	350	H. Kinderman, for turpentine & brass	"	2 66	3 00	
"	351	S. W. Sanders, for keg	5 258	19 92	43 50	
16	352	F. A. Hammett, for sundries	5 255	8 02	17 55	
19	353	H. Kinderman " sundries	5 243		50	
31	354	str. Tahlequah, frt. on webbing, &c			33 30	
"	355	excise tax on gro. recpts. for July, '69	"		29 65	
"	356	J. Hoffman, for sundries	"		26 00	
"	357	Joe Roberts, " 4-foot wood	"		17 18	
"	358	W. B. Tarbutton, for 2-ft. wood	"		3 50	
"	359	J. W. Locke, drayage on unshipped cotton				
		Amount carried forward		417,985 88	176 93	913,165 36
		Amount brought forward		417,985 88	176 93	913,163 36
[118]						
1869.			5 243		423 50	
Aug. 31	360	Pd. Aug. p. r., machinists' gang	"		265 87	
"	361	conductor & agts.' p. r. for August	"		242 49	
"	362	repairs gang No. 2, "	"		208 50	
"	363	" " 3, "	"	697 44	195 87	
"	364	" " 4, "				1,603 16
			5 228	80	1 75	
Sept. 15	265	E. S. Austin, for axes & helve for train				

				5	215	1 40	3 15	
	28	366	Tho. Hinds, for 21 bbls. sand	5	213		25 00	
	30	367	W. H. Dinkgrave, for revenue stamps		"		16 25	
	"	368	W. B. Tarbutton, " wood		"		162 25	
	"	369	J. J. Baldwin, repairs of Bœuff draw		"		13 25	
	"	369	do. " Cow Bayou		"		7 00	
	"	370	Dick Brazil, clearing off track		"		258 88	
	"	372	machinist p. r. for Septbr		"		374 75	
	"	371	conductor & agts.' p. r. for Septbr		"		348 70	
	"	373	repair gang No 3, " "		"	636 73	217 25	1,428 23
	"	374	" " " 4, " "					
				5	208	4 91	11 00	
		375	T. L. Nelson, for tallow	5	192	38 04	95	
Oct.	5	376	H. Gerson, jr., for sundries	5	182		19 00	
	21	377	Joe Roberts, repairing embankmt		"		94 55	
	31	378	Paxton & Co., gearing for pile-driver		"		51 50	
	"	379	J. Hoffman, tools for crew, lake section		"		17 63	
	"	380	W. B. Tarbutton, for wood, &c		"		10 00	
	"	381	Theo. C. McDonough, 1 bbl. flour lost at Delta		"		2 50	
	"	382	J. Hoffman, coal-oil lamps, &c		"		90 35	
	"	383	excise tax on gro. recpts. for Jany., '69		"		29 70	
	"	383	" " " " " Aug., "		"		57 45	
	"	383	" " " " " Sept., "		"		607 50	
	"	384	machinist p. r. for October, "		"		372 00	
	"	385	conductor & agts.' p. r. for October, "		"		314 00	
	"	386	repairs gang No. 3, " "		"	736 55	6 15	1,684 28
	"	387	Jas. Davidson, expens. to Vkby & back					
				5	177	2 10	4 75	
				5	174	2 55	5 80	
Novbr.	5	388	H. Kinderman, sundries	5	173	21 48	49 00	
	8	389	H. C. Clarke, "	5	166	44	1 00	
	9	390	V. M. R. R. shops, for repairing Julia Read	5	163	3 49	8 00	
	16	391	str. Tahlequah, frt. on stationery	5	159	2 26	5 20	
	19	392	Baptiste Williams, wood for office	5	152		2 00	
	23	393	J. Hoffman, for lard		"		58 65	
	30	394	Robt. Ray, for labor for loading cotton		"		2 50	
	"	395	excise tax on gro. recpts. for Octr		"		611 00	
	"	396	Robt. Ray, laborers unloading ties					
	"	397	machinist p. r. for November			420,134 07	747 90	917,881 03
			Amount carried forward			420,134 07	747 90	917,881 03
			Amount brought forward					
[449]								
1869.								
Nov.	30	398	Pd. conductor p. r. for November	5	152		106 23	
	"	399	gang No. 8 " repairs, for November		"		1,001 09	
	"	400	" " 9 " " " "		"		272 50	
	"	401	" " 7 " " " "		"		342 85	
	"	402	" " 5 " " " "		"		242 00	
	"	403	Delta section p. r. " " "		"		540 00	
	"	404	Heno, Smith & Tappan, for sundries		"		34 00	
	"	405	W. B. Tarbutton, wood, hauling &c		"		43 25	
	"	406	H. G. Short, for hauling		"		10 00	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1869.						
Nov. 30	407	Pd. Surghnor & Mullen, for blankets	5 152	1,586 42	91 00	
Dec. 1	408	Naughton & Moore, " sundries	5 151		7 30	3,731 01
"	409	H. W. McLemore & Son	"	6 94	8 80	
6	410	G. W. McFee, for stationary	5 146		3 80	
"	411	Newton Smith, for herding oxen lost from train	"	10 28	20 00	
13	412	J. Hoffman, for axes & spades	5 139	25 52	59 25	
14	413	H. Kinderman, for coal oil	5 138	33	75	
17	414	H. C. Clarke, for stationary	5 138	4 10	9 55	
20	415	J. G. Sanders, for sundries	5 132	28 83	67 17	
22	416	str. Utah, frt. & chgs. on cans	5 130	13 92	32 50	
24	417	J. Hoffman, for car-grease	5 128		19 00	
"	418	str. St. Mary, for coal	"	9 75	3 75	
31	420	Joe Roberts, repairing embankmt	5 121		15 00	
"	421	W. B. Tarbutton, for wood	"		20 31	
"	422	J. W. Locke, for sundry expenditures	"		51 25	
"	423	Michael Fry, for cross-ties	"		300 00	
"	424	machinist p. roll for December, 1869	"		640 50	
"	425	conductors' " " " "	"		437 50	
"	426	repairs. " gang $\frac{1}{2}$ 9, for December, 1869	"		252 00	
"	427	" " 8, " "	"		1,056 04	
"	428	" " 7, " "	"		450 97	
"	429	" " 7, " "	"		228 00	
"	430	" " 6, " "	"		381 25	
"	431	" " 5, " "	"		264 75	
"	432	Delta gang " "	"		501 52	
"	433	United States license on shop	"	1,967 57	10 00	
1870.						4,840 96
Jany. 13	434	str. Gov. Allen, for coal	5 108	2 64	6 25	
19	435	Stauffer, Kent & Co., for barrows, &c	5 102	70 59	167 02	
28	436	str. Welcome, frt. on stationary	5 93	32	75	
31	437	Jas. Guin, for beef	5 90		17 21	
"	438	str. Gov. Allen, frt. on barrows, &c	"		13 75	
"	439	C. Bofenchow, for repairing shop clock	"	14 26	3 00	
		Amount carried forward		423,875 54	207 98	926,453 00
[450]		Amount brought forward		423,875 54	207 98	926,453 00
1870.						
Jany. 31	440	Pd. Jno. Peterson, for cross-ties	5 90		201 70	
"	441	Neils Olson " wood	"		65 00	
"	442	Jno. Wilson " cross-ties	"		522 00	
"	443	Stetson & Armstrong, for stationary	"		139 80	

"	443	Stetson & Armstrong, for stationery						
"	444	excise tax on gro. recpts. Dec. '69				"	136 00	
"	444	" " " " Jany. '70				"	82 78	
"	445	Monroe p. o., prepaid envelopes				"	17 40	
"	446	Michael Fry, for cross-ties				"	341 40	
"	447	machinist, p. r. Jany., 1870				"	674 50	
"	448	conductors' " " "				"	540 25	
"	449	Repairs gang No. 9, " "				"	597 97	
"	450	" " " 8, " "				"	1,302 84	
"	451	" " " 7, " "				"	762 09	
"	452	" " " 6, " "				"	601 00	
"	453	" " " 5, " "				"	374 25	
"	454	Delta gang " "				"	433 31	
"	455	Supt.'s salary Nov. 1st, '69, to Jany. 31, '70			3,503 74	"	1,250 00	8,550 27
Feby. 1	457	str. Economist, for coal and freight	5	89			26 00	
Feby. 5	456	" May Flower, frt. on coal	5	85			18 00	
" 22	458	Jube Smith, wood for office	5	68			6 00	
" 24	459	str. Gov. Allen, frt. & chgs. on car	5	67			27 50	
" 26	460	" Welcome, " " " " "	5	64			15 50	
" 28	462	H. Kinderman, for sundries	5	62			164 75	
"	463	Geo. Chamberlain, for recvg. & forwarg 580 b. c.				"	145 00	
"	464	str. Gov. Allen, frt. on car-wheels & frt				"	35 47	
"	465	excise tax on gro. recpts. for Feby. '70				"	75 25	
"	466	str. St. Mary's frt. on free tickets				"	50	
"	467	Feby. p. r. for Delta sec. gang			364 41	"	459 72	973 69
Mch. 1	468	Oliver & Byrne, for blankets, &c	5	61			117 25	
"	469	str. May Flower, frt. on spikes & chairs				"	34 05	
"	470	J. L. Nelson, for tallow	5	31			23 00	
31	471	F. Olsen, for wood				"	138 75	
"	472	M. Alberg, " cross-ties				"	559 40	
"	473	Jno. Peterson, " " "				"	510 20	
"	474	Jno. Willson, " " "				"	765 00	
"	475	Michael Fry, " " "				"	191 40	
"	476	A. Martin, " " " &c.				"	269 75	
"	477	str. Carrie S., frt on grate-bars				"	7 00	
"	478	Jno. W. Green, sundry disbursements				"	21 65	
"	479	Jos. F. McGuire, salary Nov. & Dec., '69				"	416 67	
"	480	Mrs. Sarah Richardson, for mule killed by train				"	100 00	
					427,854 54		3,094 12	935,976 96
		Amount brought forward			427,854 54		3,094 12	935,976 96
[451]								
1870.								
Mch. 31	481	Pd. Geo. Chamberlain, for transferring cotton	5	31			94 50	
"	482	Feby. '70 p. r., for machinist's gang					705 00	
"	483	" " " " carpenter's shop "					468 00	
"	484	" " " " conductors, agents, &c					450 00	
"	485	" " " " gang # 9, repairs					508 11	
"	486	Mch. " " " " # 9, "					624 73	
"	487	Feby. " " " " 8, "					1,752 38	
"	488	Mch. " " " " 8, "					1,301 24	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1870.						
Mar. 31	489	Pd. Feby. '70 p. r., for gang $ 7, repairs			743 99	
"	490	Mch. " " " " 7, "			789 97	
"	491	Feby. " " " " 6, "			728 75	
"	492	Mch. " " " " 6, "			665 00	
"	493	Feby. " " " " 5, "			430 00	
"	494	Mch. " " " " 5, "			344 50	
"	495	" " " " " 1, "			420 33	
"	496	" " " " " 2, "			174 55	
"	497	enginemen & E. S. D			326 25	
Apl. 4	498	H. B. Bruser, for sundries		5,471 48		
"	499	A. M. Paxton & Co	5 27		66 26	13,621 42
18	500	str. Wade Hampton, for coal	"		208 90	
"	501	Nunnery & Thomas, for short freight	5 13		12 50	
"	502	H. M. Bry, for lumber	"		4 25	
30	503	T. W. Baird, 1 bbl. flour lost			80 82	
"	504	J. W. Locke, sundry expenditures to date	5 1		10 45	
"	505	excise tax on gro. recpts. for Nov., '69			52 50	
"	506	Geo. Chamberlain, transfer agent			115 45	
"	507	Jas. Dull, cross-ties and driving-piles			64 50	
"	508	str. Wade Hampton, for coal			590 00	
"	509	machinists' p. r. for Mch., '70			12 50	
"	510	conductors' p. r. for " "			764 50	
"	511	enginemen & firemen E. S. D., Apl, '70			450 00	
"	512	gang No. 9 p. r. " "			395 75	
"	513	" " 7 " " "			464 10	
"	514	" " 6 " "			531 50	
"	515	" " 3 " E. S. D. "			351 25	
"	516	" " 2 " " "			346 47	
"	517	" " 1 " " "			584 82	
May 1	518	C. McDonough, sundry disbursements		2,127 63	582 34	
"	519	A. M. Paxton & Co., sundries	4 "		16 25	5,688 86
5	520	V. & M. R. R. Co., pilot for Ouachita		58 84	167 70	
"	521	Hardaway & Co., sundries	4 361		77 90	
			"	41 10	24 75	
[452]		Amount carried forward		437,704 59	286 60	955,287 24
1869.						
May 31	522	Amount brought forward		435,704 59	286 60	955,287 24
"	523	Pd. Mike Fry, for cross-ties	4 335		24 60	
"	524	Jos. F. McGuire, salary, Jany. & Feby., '70	"		416 66	
"	525	Geo. Chamberlain, transfer agent	"		29 25	
"	526	J. W. Locke, for extra labor, &c	"		17 50	
		supt. salary for months of Feby., Apl., May, '70, 4 mos. @ $5 000 per an'm	"		1,666 67	

	"	527	Thos. Naughton, repairing pass. car	"	890 55	103 00		2,544 28	
June	10	528	H. Kinderman, for mdse. to replace Mrs. Davis' goods destroyed by coal oil	4	325	13 34	34 00		
	13	529	Oliver & Byrne, for waste	4	322	11 62	29 60		
	22	530	F. Stubbs, for tobacco furnished R. R. hands in 1868	4	313	9 74	25 00		
	30	531	J. W. Locke, sundry disbursements	4	305		21 50		
	"	532	J. L. Nelson, for tallow	"			22 00		
	"	533	Geo. Chamberlain, transferring cotton	"			14 50		
	"	534	excise tax on gro. receipts for mos. of Mch., Apl., & May, 1870	"			273 07		
	"	534	U. S. license on shop to May 1st, 1871	"	132 23		10 00		
								429 67	
July	1	535	machinists' pay-roll, Apl., '70	4	304		895 00		
	"	536	conductors' " " "	"			474 25		
	"	537	machinists' " May, "	"			579 50		
	"	538	conductors' " " "	"			427 75		
	"	539	do. E. S. D " " "	"			461 50		
	"	540	gang #1, repairs " " "	"			452 13		
	"	541	" 2, " " "	"			463 13		
	"	542	" 3, " " "	"			361 88		
	"	543	" 5, " " "	"			284 00		
	"	544	" 6, " " "	"			336 25		
	"	545	" 7, " " "	"			465 50		
	"	546	" 8, " " "	"			408 75		
	"	547	" 9, " " "	"			548 43		
	"	548	machinists' " June, "	"			641 00		
	"	549	conductors' " " "	"			470 00		
	"	550	" E. S. D. " " "	"			466 00		
	"	551	gang #1, " " "	"			333 73		
	"	552	" 2, " " "	"			487 86		
	"	553	" 3, " " "	"			387 74		
	"	554	" 5, " " "	"			291 75		
	"	555	" 6, " " "	"			621 25		
	"	556	" 7, " " "	"			463 10		
	"	557	" 8, " " "	"			364 25		
			Amount carried forward			436,762 07	10,684 75	958,261 19	
[453] 1870.			Amount brought forward			436,762 07	10,684 75	958,261 19	
July	1	558	Pd. gang No. 9, p. r., repairs for June, '70	4	304		416 37		
	"	559	Moore & Co., for blankets	"			22 50		
	"	560	Wm. Grant, for wood, &c	"			58 34		
	"	561	J. W. Green, sundry disbursements	"			78 10		
	"	562	Thos. T. Bell, for cross-ties	"			62 30		
	"	563	Henry Lacy, sundries in 1868	"			7 50		
	"	564	Monroe, postage 8¢ to Sept. 30	"			3 15		
	"	565	H. Gorsen, jr., ice for ice-box	"		4,394 11	5 00		
July	11	566	Mattingly, Floweree & Co., for coal	4	294	8 09	21 00		
	12	567	J. L. Nelson, for 305 lbs. tobacco	4	293	11 78	30 50		
	13	568	Nick Lewis, sundry disbursements	4	292	2 31	6 00		
	25	569	H. Kinderman, expense handling frt	4	280	3 98	10 50		
	31	570	Oliver & Byrne, " " "	4	274		3 00		
	"	571	C. McDonough, sundry disbursements	"			11 25		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1870.						
July 31	572	Pd. G. W. McFee, for sundries	4 274		76 22	
"	573	Jno. S. Ellis, wood & water	"		171 70	
"	574	J. G. Richardson, for wood	"		71 88	
"	575	Wm. Grant, " "	"		156 38	
"	576	D. W. Floweree & Co., for ice	"		32 50	
"	577	Jas. Dull, timber & wood	"		97 87	
"	578	Geo. Chamberlain, transferring cotton	"		10 25	
"	579	J. W. Locke, sundry disbursements	"	240 40	23 75	12,060 81
Aug. 1	583	machinist p.-roll for July, '70	4 273		965 00	
"	584	conductors & agt's, " " "	"		836 44	
"	585	bridge gang, " " "	"		129 25	
"	586	extra gang, " " "	"		546 00	
"	587	gang No. 1, " " "	"		415 85	
"	588	" " 2, " " "	"		490 10	
"	589	" " 3, " " "	"		389 97	
"	590	" " 4, " " "	"		249 22	
"	591	" " 5, " " "	"		241 25	
"	592	" " 6, " " "	"		544 37	
"	593	" " 7, " " "	"		421 48	
"	594	" " 8, " " "	"		571 00	
"	595	" " 9, " " "	"		277 24	
"	596	J. J. Baldwin, for cypress ties	"		66 75	
"	598	Commodore Butler, for wood	"		4 25	
"	599	C. E. Stackhouse, for cross-ties	"	2,621 99	739 80	
3	597	G. W. Montgomery, damage to molasses	4 271	1 90	5 00	
17	602	Dundas & Floyd, hauling frt. to 11th inst	4 257	21 20	56 35	
18	600	H. Kinderman, for sundries	4 256	6 28	16 60	
		Amount carried forward	.....	444,083 11	6,965 92	970,322 00
[454]						
1870.		Amount brought forward	.....	444,083 11	6,965 92	970,322 00
Aug. 18	601	T. Naughton, for repairing cars and sunds	4 256		51 50	
"	602	agt. at Monroe, chgs. on hose, &c	"	20 61	3 15	
19	605	N. Kline, for 200 lbs. tallow	4 255		20 00	
"	606	J. G. Thurston, expenses to Delta	"	9 04	4 00	
25	607	Jno. Davidson, expenses on machinery	4 249	83	2 25	
31	608	A. M. Paxton & Co., sunds. in May	4 243		63 35	
"	609	J. Hoffman, sundrys in '67	"		147 50	
"	610	Jube Smith, for cross-ties	"		800 00	
"	611	T. A. Conner, for wood	"		12 25	
"	612	J. S. Ellis, for wood, water, &c	"		99 70	
"	613	Wm. Grant, for wood	"		105 75	
"	614	Joe Roberts, for ditching	"		18 00	

"	615	H. C. Clarke, " stationery			"		6 50		
"	616	A. V. Dyson, " wood			"		50 00		
"	617	J. W. Locke, drayage and sunds			"		68 60		
"	618	M. M. Given, for cross-cut saw			"		5 00		
"	619	Tappan & Co., for sundries			"		54 40		
"	620	A. M. Paxton & Co., for sundries			"		279 45		
"	621	D. W. Havoree, for ice			"		42 50		
"	622	Dundas & Floyd, hauling frt. to date			"		33 56		
"	622	Do. & do. sunds. in Apl. & June			"		7 90		8,841 28
Sept. 1	623	machinist p. r. for Aug. '70			4 242		947 75		
"	624	conductor & train-h., " " "			"		228 82		
"	625	station-agts. & hands, " " "			"		644 50		
"	626	bridge-gang, p. r. for " "			"		197 24		
"	627	extra " " " " "			"		587 50		
"	628	gang No. 1, " " "			"		264 74		
"	629	" 2, " " "			"		357 75		
"	630	" 3, " " "			"		347 50		
"	631	" 4, " " "			"		448 62		
"	632	" 5, " " "			"		264 25		
"	633	" 6, " " "			"		402 00		
"	634	" 7, " " "			"		375 75		
"	635	" 8, " " "			"		169 00		
"	636	" 9, " " "			"		277 00		
"	637	H. C. Clarke, for stationery			"		10 00		
"	638	Wesley Winn & Wood			"	2,165 04	250 00		
3	639	Nick Lewis, for broom, labor, &c			4 240	1 41	3 75		
8	640	Lewis Graham, for tallow			4 235	6 54	17 50		
12	641	Lee, Richardson & Co., tumblers for train			4 231	18	50		
16	642	E. F. Raworth, for oil			4 227	25 56	69 00		
		Amount carried forward				446,983 42	5,883 17		979,163 28
[155]									
1870.		Amount brought forward				446,983 42	5,883 17		979,163 28
Sept. 22	643	Henry Jones, for ash logs and fuel			4 221	142 51	386 11		
23	644	J. Hoffman, for office-chair, Delta			4 220	2 95	8 00		
28	645	Nick Lewis, for sundry disbursemts			4 215		2 25		
"	646	Excise-tax on gro. receipts., June, July, Aug			"	162 70	440 20		
30	647	J. W. Green, for counterfeit bill			4 213		5 00		
"	648	Monroe p. o., postage to Dec. 31, '70			"		3 05		
"	649	H. Kinderman, " sundries			"		5 00		
"	650	W. H. Parker, sundry disbursements			"		45 85		
"	651	Mike O'Konnell, expense getting hands (May, '70)			"		22 00		
"	652	Dundas & Floyd, transferring frt			"		152 66		
"	653	A. M. Paxton & Co., sundries			"		21 75		
"	654	William Grant, wood at Rames'			"		62 25		
"	655	James English, " " Crow Lake			"		51 88		
"	656	A. V. Dyson, " " "			"		23 75		
"	657	J. S. Ellis, water " "			"		65 35		
"	659	Septr. p. r., machinist gang			"		496 00		
"	660	" " carpenters' shop			"		269 25		
"	661	" " enginemen & firemen			"		450 50		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1870.						
Sept. 30	662	Pd. Septr. p. r., conductors and train hands	4 213		251 33	
"	663	" " station-agts. & hands	"		275 00	
"	664	" " agts. & employees, Delta	"		357 00	
"	665	" " gang No. 1, repairs	"		266 50	
"	666	" " " " 2, "	"		163 00	
"	667	" " " " 3, "	"		292 50	
"	668	" " " " 4, "	"		399 00	
"	669	" " " " 5, "	"		274 00	
"	670	" " " " 6, "	"		267 00	
"	671	" " " " 7, "	"		197 12	
"	672	" " " " 8, "	"		94 00	
"	673	" " " " 9, "	"		238 70	
"	674	" " extra gang, "	"		422 50	
"	675	" " bridge gang, "	"	2,069 67	462 50	
						12,374 17
Oct. 1	676	J. F. McGuire, tr.'s & secty.'s saly., Sept., '70	4 212		208 34	
"	677	J. W. Locke, sundries	"		105 50	
"	678	Anthony Overton, 1 bbl. pork lost	"		33 00	
"	679	La. Intelligencer, sunds	"		201 75	
"	680	agt. at Monroe, chgs. on blanks	"		1 75	
"	681	Nick Lewis, cash for sundries	"		2 25	
4	682	W. R. Gordon, supt., salary, June 1, '70, to Oct. 3, '70, incl've	"		1,707 00	
"	683	J. Hoffman, lamp-oil, &c., for office	"	830 85	3 70	
		Amount carried forward		450,192 10	2,263 29	991,517 45
[456]						
1870.		Amount brought forward		450,192 10	2,263 29	991,517 45
Oct. 6	684	H. C. Clarke, for stationery	4 207		23 25	
"	685	G. C. Waddill, for 7 cords wood	"	14 93	17 50	
14	686	H. Kinderman, for sundries	4 199		21 50	
"	687	J. J. Baldwin, disburs. ex., labor	"	15 09	20 00	
15	688	J. L. Nelson, for tallow	4 198		20 00	
"	689	W. Wilson, " 21 cords 4-ft. wood	"		53 75	
"	690	J. M. Sanders, 6 " " "	"		15 00	
"	691	Wm. Grant, 8 " 2-ft. "	"		24 00	
"	692	Lige Perkinson, 2¼ " " "	"		6 75	
"	693	A. V. Dyson, 5½ " 4-ft. "	"		13 75	
"	694	J. S. Ellis, cutting wood & pumping	"		27 59	
"	695	Aug. Smith, " ash wood	"	69 18	29 25	
18	696	Nick Lewis, 2 buckets for pasgr. train	4,195		1 00	
"	697	J. Hoffman, cotton-hooks, oil, &c	"	2 36	5 50	
19	698	Geo. Chamberlain, rebate on cotton	4 194	5 29	14 50	
21	701	agt. at Monroe, chgs. on candles	4 192	60	1 60	
22	702	Emile Lange, repairing cush'ing pas. car	4 191	1 81	5 00	

24		703	Oliver & Byrne, 1 bale waste	4	189	8 88	24 49		
26		704	R. B. Lignoski, for turpentine	4	187	36	1 00		
29		705	Nick Lewis, for extra labor on train	4	187	45	1 25		
31		706	Nathan & Dreyfus, for patent piles	4	184		36 00		
"		707	E. F. Raworth, for 135 gall. oil	4	182		67 50		
"		708	D. W. Floweree & Co., for ice on train, Sept	"			27 80		
"		709	F. P. Corly & Co., for sundries	"			57 51		
"		710	Mattingly, Floweree & Co., for coal	"			21 00		
"		711	W. B. Russell & Co., tonnage & advtg	"			27 10		
"		712	Hugh R. Hildreth, for painting	"			52 00		
"		713	T. S. Richmond, for sundries	"			35 50		
"		714	J. F. McGuire, tr.'s salary, Oct., '70	"			208 33		
"		715	J. W. Smith, for bl'ksmith's work, Sunday	"			6 00		
"		716	Thos. Cowan, for 87 cords wood (4-ft.)	"			217 50		
"		717	J. W. Locke, for extra labor at depot	"			216 05		
"		718	P. J. Hoben, " " " "	"			22 30		
"		719	A. V. Dyson, " 13 cords 4-ft. wood	"			32 50		
"		720	Wm. Wilson, " 12 " " "	"			30 00		
"		721	J. S. Ellis, " cutting wood & pumping	"			43 36		
"		722	Wm. Grant, " 11½ cords wood, in rack	"			34 50		
"		723	Tom Thompson, for cutting wood	"			93		
"		724	Dundas & Floyd, tonnage & sunds	"			44 20		
"		725	A. M. Paxton & Co., driving-wheels, &c	"			376 20		
"		726	H. Peterson, for services to date	"			175 00		
			Amount carried forward			450,311 05	4,307 25		991,517 45
[457]									
1870.			Amount brought forward			450,311 05	4,307 25		991,517 45
Oct. 31		727	Pd. H. Kinderman, for sundries	4	182		17 70		
"		728	machinists & employees in shop p. r.	"			423 75		
"		729	enginemen & firemen	"			539 25		
"		730	conductors and train-hands	"			403 50		
"		731	agts. & employees at stations	"			300 00		
"		732	agt. & employees at Delta	"			375 84		
"		733	bridge gang, repairs	"			582 97		
"		734	extra gang, "	"			225 50		
"		735	gang No. 1, "	"			374 50		
"		736	" 2, "	"			305 00		
"		737	" 3, "	"			389 00		
"		738	" 4, "	"			364 00		
"		739	" 5, "	"			287 00		
"		740	" 6, "	"			337 00		
"		741	" 7, "	"			318 00		
"		742	" 8, "	"			352 50		
"		743	" 9, "	"			307 00		
'70.									
Oct. 31	J. f.,	315	Tom Thompson, for cutting and racking wood	"			26 62		10,209 76
"	"	"	A. V. Dyson, wood furnished June, '70	"			182 50		
"	"	"	Vkbg. Herald, printing in '68 & '70	"			200 60		
"	"	"	J. J. Baldwin, repairing bridges, '69 & '70	"			529 24		
"	"	"	N. L. Hardy & Co., transferring frt. to date	"			477 19		
"	"	"	Hardaway & Co., sunds., May & June, '70	"		3,276 12	53 20		1,469 41

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1870.						
Nov. 1	746	Pd. B. McLemore, rope for Macon draw	4 181	3 69	10 30	
2	748	A. Ranxel, damage to goods	4 180	3 25	9 06	
3	749	Flournoy & Millsaps, damage to goods	4 179	72	2 00	
8	750	J. Hoffman, oil & can	4 174	71	2 00	
9	751	charges on stationery	4 173	45	1 25	
15	752	H. B. Bruser, sundries	4 167		108 50	
"	753	Jno. Swinson, wood	"		110 25	
"	754	August Schmidt	4 167	153 07	209 86	
17	755	Murphy & Miles, for lost bagging	4 163	6 61	18 50	
19	756	Robt. Layton, for stock killed	4 160		100 00	
22	757	H. Kinderman, damage to meal	"		2 20	
"	758	D. W. Flowerce, ice, Sept. & Oct.	"		34 20	
"	759	J. L. Hunsecker, lost freight	"	57 36	25 00	
23	760	J. C. Malcomb, for stringers	4 159	130 47	367 20	
26	761	H. C. Clarke, for stationery	4 156	15 69	44 25	
30	762	Jules Smith, sundries	4 152		5 30	
"	763	William Grant, for wood, Barnes	"		63 75	
"	764	Jno. Sevenson, wood, Canal Bayou	"	78 00	151 50	
		Amount carried forward		454, 037 19	1, 265 12	1, 003, 196 62
[458]						
1870.		Amount brought forward		454, 037 19	1, 265 12	1, 003, 196 62
Nov. 30	765	Pd. Auguste Smith, for wood, Canal Bayou	4 152		192 00	
"	766	Tom Thompson, " " Waverly	"		23 13	
"	767	J. G. Richardson, " 4-ft. wood	"		12 50	
"	768	A. V. Dyson, " 4 " "	"		50 00	
"	769	J. S. Ellis, " wood at C. Lake	"		97 79	
"	770	J. W. Green, salary for Octbr.	"		300 00	
"	771	F. S. Richmond, sundries	"		29 50	
"	772	H Peterson, Novbr. salary & sunds	"		157 80	
"	773	Oliver & Byrne, moving cars	"		3 00	
"	774	N. Kline, for tallow, per W. H. Parker, agent at Delta	"		34 00	
"	775	for clerk's labor & sundry expenses, Septr., Oct., & Novbr	"		1, 297 25	
"	776	T. N. Conner, for lime lost	"		1 25	
"	777	pr. P. J. Hoben, agt. at Delhi, for handling freight	"		37 85	
"	778	Thos. Fullum, for hauling sand	"		10 50	
"	779	Thos. Hogan, chgs. r. r. supplies	"		3 05	
"	780	Nick Lewis, extra labor on train	"		3 75	
"	781	H. Kinderman, for nuts stolen	"		3 00	
"	782	Thos. Hogan, extra labor at depot	"		179 50	
"	784	machinist gang, p. r., Novr., 70	"		497 38	
"	785	carpenters' " " " "	"		245 87	
"	786	enginemen & firemen, " " "	"		[475 50	
"	787	conductors & train-hands, " " "	"		519 00	

"		788	agts. & employees at stations, " " "	"				572	55	
"		789	agts. & employees at Delta, " " "	"				448	30	
"		790	extra gang, " " "	"				489	50	
"		791	gang No. 1, repairs, " " "	"				466	70	
"		792	" " 2, " " "	"				488	00	
"		793	" " 3, " " "	"				453	00	
"		794	" " 4, " " "	"				465	50	
"		795	" " 5, " " "	"				279	50	
"		796	" " 6, " " "	"				447	00	
"		797	" " 7, " " "	"				484	00	
"		798	" " 8, " " "	"				430	50	
"		799	" " 9, " " "	"			3,405 30	420	50	
										10,890 77
Dec.	1	800	Stamper & Kidd, for ½ roll bagging lost	4	151			11	00	
"		801	Str. Pro. or Cow, grease & head-light	"				2	55	
"		802	Edd. Allen, agt., for coupon-tickets	"			9 60	13	62	
	8	803	Surghnor & Mullen, sundries	4	144		1 47	4	20	
			Amount carried forward				457,453 56	31	37	1,014,087 41
[459]										
1870.			Amount brought forward				457,453 56	31	37	1,014,087 41
Dec.	8	804	Pd. R. B. Signoski, for sundries	4	144		43	1	25	
Dec.	9	805	Monroe p. o., for prepaid envelopes	4	143		7 31	20	75	
	10	806	H. Kinderman, for sundries	4	142		30 27	86	15	
	15	807	H. R. Hildreth, for blanks, b. bills, &c	4	137		36 64	104	50	
	20	808	J. B. Brown, for pilot for Macon	4	132		17 90	51	25	
	22	809	T. Naughton, for sundries	4	130		8 56	24	50	
	24	810	Wiley Grayson, for stock killed	4	128		13 08	37	50	
	31	811	D. O'Brien, for coal-oil, &c	4	121			3	90	
"		812	Oliver & Byrne, for 1 bale waste	"				22	62	
"		813	Standifer & M'Guire, 25 lbs. candy stolen	"				6	25	
"		814	Jube Smith, for loading cotton	"				5	10	
"		815	J. S. Ellis, for wood & water	"				53	65	
"		816	S. P. Burke, road-master's salary, Dec	"				125	00	
"		817	J. W. Locke, for saddle lost on train	"				18	00	
"		818	W. Wilson, for 4-ft. wood	"				58	12	
"		819	A. V. Dyson, for 4 ft. wood	"				91	25	
"		820	Wm. Grant, for wood in rack	"				18	00	
"		821	August Smith, " " " "	"				45	00	
"		822	A. M. Paxton & Co., for sundries in Nov.	"				154	05	
"		823	H. B. Bruser, for sundries	"				99	89	
"		824	Nick Lewis, for extra labor on train	"				9	75	
"		825	H. G. Dobson, for switching cars	"				13	50	
"		826	F. P. Corby & Co., for sundries	"				612	19	
"		827	J. C. Malcomb, for stringers, &c	"				117	60	
"		828	T. S. Richmond, transferring mail	"				27	50	
"		829	Thos. Hogan, sund. expendrs. at Delhi	"				25	20	
"		830	Parker & Kidd, for ½ bbl. whiskey lost	"				27	30	
"		831	Monroe p. o. box, rent & postage	"				11	15	
"		832	J. G. Richardson, 1 bbl. pork lost	"				31	82	
"		833	H. Peterson, for salary for Dec., 70	"				150	00	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1870.						
Dec. 31	834	Pd. December pay-rolls, viz:				
"	834	laborers at Delta	4 121		669 00	
"	835	machinists' gang	"		556 25	
"	836	enginemen & firemen	"		566 25	
"	837	carpenters' shop	"		434 12	
"	838	conductors & train-hands	"		627 00	
"	839	agents & employees at Delta	"		693 40	
"	840	agents & employees at stations	"		624 42	
"	841	gang No. 1, repairs	"		555 00	
"	842	" " 2, "	"		694 50	
"	843	" " 3, "	"		523 00	
		Amount carried forward	.....	457, 567 75	7,967 05	1,014,087 41
[460]						
1870.		Amount brought forward	.....	457, 567 75	7,967 05	1,014,087 41
Dec. 31	844	Pd. gang No. 4, repairs	4 121		475 50	
"	845	" " 5, "	"		287 25	
"	846	" " 6, "	"		482 00	
"	847	" " 7, "	"		472 00	
"	848	" " 8, "	"		456 50	
"	849	" " 9, "	"		454 50	
"	850	extra gang	"		88 15	
"	851	Lake One gang	"		202 10	
"	852	bridge gang	"	3,911 73	756 16	
1871.						11,641 21
Jany. 1	853	Jno. Swinson, for wood	4 120		99 60	
"	854	A. M. Paxton & Co., for sundries	"		111 95	
"	855	Dundas & Floyd, " "	"		22 60	
"	856	Jno. Paulsen & Co., for wood	"	219 28	398 40	
3	858	Jno. Miller, damage on mdse	4 118	3 46	10 00	
5	859	T. T. Bell, ½ cord wood, for office	4 116	86	2 50	
9	860	D. C. Gibson, glazing office window	4 112	1 98	5 75	
10	861	T. T. Bell, ½ cord wood, for office	4 111	86	2 50	
13	862	H. Kinderman, for sunds	4 108	17 42	50 70	
15	863	Auguste Smith, 2-ft. wood (Waverly)	4 106	32 48	94 50	
18	864	H. C. Clarke, for stationery	4 103		31 90	
"	865	Du Shane & Mungoldo, sunds	"		33 45	
"	866	W. H. Parker, Delta p.-roll, week ending Jany. 14, '71	"		171 50	
"	867	N. L. Hardy & Co., coal, frt. on divers, &c	"		240 30	
"	868	do., bal. tonnage ⅜ to Dec., '70	"	533 31	1,078 23	
21	869	Delta laborers, for week ending this date	4 100	34 24	100 00	
23	870	F. P. Corby & Co., bill supplies, wheels, &c., Jany. 5, '71	4 98		891 88	
"	870	do., smoke-stack, Jany. 6, '71	"		141 05	
"	870	do., tyres & freight	"	542 67	554 84	

27	871	J. G. Sanders, for sunds	4	94	7 58	22 26		
28	872	Delta laborers, for week ending this date	4	93		77 00		
"	873	excise tax on gross recpts, for Sept., '70	"		115 15	254 05		
"	874	Sam. Tibbett, for wood for office	4	90		7 00		
31	875	N. L. Hardy & Co., tonnage for Jany., '71	"			126 84		
"	876	Sam Richardson, agt., chgs. on sunds	"			59 42		
"	877	Francis Caswell, for 2-ft. wood	"			36 00		
"	878	A. V. Dyson, " 2-ft. wood	"			33 00		
"	879	Wm. Grant, " 2-ft. wood	"			9 00		
"	880	J. S. Ellis, for cutting wood and pumping	"			21 17		
"	881	S. P. Burke, road-master's salary, Jany., '71				125 00		
		Amount carried forward			462,988 79	4,812 39	1,025,728 62	
		Amount brought forward			462,988 79	4,812 39	1,025,728 62	
[461]								
1871.								
Jany. 31	882	Sam Tippett, hauling wood for depot	4	90		10 00		
"	883	Jas. Davidson, sundry expenditures	"			13 50		
"	884	Dennis O'Brien, coal and matches	"			1 70		
"	885	H. B. Bruser, sundries	"			404 09		
"	888	W. H. Parker, sundry expendrs	"			256 56		
"	889	H. Peterson, salary for Jany., '71	"		423 72	150 00		5,648 24
		Pay-rolls for January, 1871, viz:						
		machinist & employees in shop	4	89		554 50		
Feby. 1	890	carpenter & car shop	"			479 12		
"	891	enginemen & firemen	"			633 00		
"	892	agents & employees at Delta	"			415 00		
"	893	conductor & train-hands	"			602 00		
"	894	agents and employees at stations	"			504 25		
"	895	bridge gang	"			672 62		
"	896	gang No. 1, repairs of road	"			565 00		
"	897	" " 2, " " "	"			569 00		
"	898	" " 3, " " "	"			477 00		
"	899	" " 4, " " "	"			499 00		
"	900	" " 5, " " "	"			513 50		
"	901	" " 6, " " "	"			479 00		
"	902	" " 7, " " "	"			484 50		
"	903	" " 8, " " "	"			451 00		
"	904	" " 9, " " "	"			542 00		
"	905	Lake One gang, " " "	"			430 00		
"	906	extra gang, " " "	"			335 50		
"	907	Delta laborers, week ending Jany. 14	"			137 00		
"	908	Aug. Smith, 2-ft. wood, Waverly	"			1,543 50		
"	909	Wm. Wilson, 4-ft. wood	"			132 50		
"	910	Wm. Schulze, for pumps, leather	"			4 50		
"	911	G. W. McCraine, printing, &c	"			205 00		
"	912	J. Hoffman, lamp oil, &c	"			10 75		
2	914	G. F. Raworth, sundry expenditures	"			20 75		
6	915	N. L. Hardy & Co., storing 7 B. C	"			3 50		
"	916	labor at Delta, 1st week, Feby	"		3,858 82	93 50		
"	817	Mrs. Richardson, for mule killed	4	76		75 00		
14	918	R. B. Lignoski, for sundries	"		26 44	3 50		
"	919							

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1871.						
Feb. 15	920	Pd. Irwin & Simms, rope, Macon draw	4 75	4 85	14 40	
24	921	Mattingly, Floweree & Co	4 66		8 09	
"	922	J. B. Brown, oil, &c	"	23 87	63 35	
28	923	L. C. Robinson, for lost bagging	4 62		28 75	
"	924	J. W. Flemming, lost sugar	"	11 32	5 17	
		Amount carried forward		467,337 81	11,555 16	1,031,376 86
[462]						
1871.		Amount brought forward		467,337 81	11,555 16	1,031,376 86
Feby. 28	925	J. S. Richardson, chgs. on sundries	4 62		13 10	
"	926	Edd. Allen, agt., tickets, &c	"		150 25	
"	927	Jube Smith, mule killed by train	"		75 00	
"	928	Thos. Hogan, agt., depot expenses	"		7 70	
"	929	J. J. Baldwin, " "	"		23 95	
"	930	Nick Lewis, for train "	"		9 73	
"	931	J. M. Adams, for lumber & water	"		179 67	
"	932	Robt. Harris, wood (Barnes)	"		10 50	
"	933	Wm. Grant, " "	"		12 75	
"	934	Aug. Smith, for 2-ft. wood	"		45 00	
"	935	J. G. Richardson, " 2-ft. "	"		50 00	
"	936	J. S. Ellis, for water, C. Lake	"		3 15	
"	937	S. P. Burke, salary for Febry	"		125 00	
"	938	J. F. McGuire, " Jany. & Feby., '71	"		416 67	
"	939	Peter Peterson, for cross-ties	"		138 75	
		Pay-rolls for February, 1871, viz:				
"	941	machinist & employees in shop	"		472 50	
"	942	enginemen & firemen	"		641 87	
"	943	station agts. & hands	"		482 00	
"	944	conductors & train-hands	"		644 00	
"	945	agts. & employees at Delta	"		116 76	
"	946	bridge gang	"		598 54	
"	947	gang No. 1, repairs of road	"		502 00	
"	948	" " 2, (Keefe)	"		327 00	
"	949	" " 2, (Rice)	"		149 00	
"	950	" " 3, repairs of road	"		437 00	
"	951	" " 4, " "	"		476 50	
"	952	" " 5, " "	"		519 75	
"	953	" " 6, " "	"		410 00	
"	954	" " 7, " "	"		453 00	
"	955	" " 8, " "	"		429 50	
"	956	" " 9, " "	"		412 50	
"	957	extra gang, " "	"		292 00	
"	958	Lake One gang, " "	"		396 00	
						20,576 30
'71.						
Feby. 28	J., f. 336	agt. at Delhi, for handling & moving freight from July to Dec., '70	"		193 15	

"	J., f.	341	Dushane & Murigold, coms. on tickets over stage line	"			30 05		193 15
"	"		coms. on emigrant tickets and stock	"		3,090 33	14 29		44 34
			Amount carried forward			470,428 14			1,052,190 65
[463] 1871.			Amount brought forward			470,428 14			1,052,190 65
Mar. 1		959	Pd. J. W. Green, salary, Nov. & Dec., '70	4	61		600 00		
"		960	R. Ray, expenses on train in 1870	"			17 50		
"		961	W. B. Russell & Co., coms. to Dec. 26, '70	"		224 08	54 30		
11		962	H. Peterson, for services to this date	4	51	74 55	225 00		
13		963	T. S. Richmond, for mail service	4	49	19 44	58 75		
16		964	Mattingly, Floweree & Co., for coal	4	46		64 00		
"		965	F. N. Hammett, sund. disbursements by agt. at Girard, loading freight	"		51 60	92 25		
24		968	1249 B. C., Nov. & Dec., '70, & Jany. & Feby., '71	4	38	20 51	62 45		
31		971	Aug. Smith, for 2-ft. wood, Barnes	4	31		40 50		
"		972	H. R. Hildreth, for books, B., L., &c	"			184 50		
"		973	Hibler & Ivey, for 2 cases boots lost in '69	"			125 00		
"		974	J. S. Richardson, chgs. on R. R. supplies	"			38 45		
"		975	R. R. Justice, for damages to frt	"			2 00		
"		976	Wm. Harris, for 2-ft. wood, Barnes	"			55 13		
"		977	V. Vogh, mail service, Mch., '71	"			6 00		
"		978	J. B. Brown, refitting steam-chest	"			24 50		
"		980	J. W. Green, engr. & supt., salary, Jan., Feby., & Mch	"			900 00		
"		981	J. S. Ellis, for wood & water, C. Lake	"			33 91		
			Pay-rolls for Mch., '71, viz:						
"		982	machinist & employees in shops	"			536 63		
"		983	enginemen & firemen	"			555 00		
"		984	carpenters' shop	"			232 63		
"		985	conductor & train hands	"			594 56		
"		986	station agts. & hands	"			410 75		
"		987	bridge gang, repairs of bridges	"			673 18		
"		988	gang No. 1, " " road	"			435 00		
"		989	" " 2, " " "	"			517 50		
"		991	" " 3, " " "	"			417 00		
"		931	" " 4, " " "	"			385 50		
"		992	" " 5, " " "	"			502 27		
"		993	" " 6, " " "	"			433 50		
"		994	" " 7, " " "	"			433 50		
"		995	" " 8, " " "	"			456 50		
"		996	" " 9, " " "	"			411 50		
"		997	N. L. Hardy & Co., tonnage to Mch., 1871	"			442 12		
"		997	" " agency, Feby. 5th to 31 Mch., '71	"		3,219 49	1,001 78		
Apr. 1		998	Peter Peterson, for cross-ties	4	30		290 00		11,023 16
"		999	J. H. Rimbold's expenses to Lake One and back	"		96 12	4 25		
15		1001	N. L. Hardy & Co., tonnage agency, &c	4	16	102 86	317 93		
24		1002	str. Ona. Belle, frt. & charges	4	7	5 02	15 71		
			Amount carried forward			474,241 81	627 89		1,063,213 81

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.	Construction.	Time.	Interest.		
[464]						
1871.		Amount brought forward		474,241 81	627 89	1,063,213 81
Apl. 30	1004	Pd. Oliver & Byrne, sundries	4 1		20 00	
"	1005	H. Kinderman, "	"		121 95	
"	1006	Thos. Hogan, handling frt	"		70	
"	1007	A. M. Dortch, " do., Nov. 1, '73, to date	"		94 50	
"	1008	S. P. Burke, salary, Mch. & Apl	"		250 00	
"	1009	J. J. Baldwin, for cross-ties	"		22 00	
"	1010	N. L. Hardy & Co., watchman, &c	"		112 97	
"	1011	P. C. Rice, for wood	"		70 13	
"	1012	Robt. Harris, " "	"		54 75	
"	1013	N. G. Kipworth, express chgs	"		2 50	
"	1014	Coats & Kipworth, mail service	"		134 50	
"	1015	V. Vogh, sundry services	"	293 16	16 00	
"	1003	J. S. Richardson, sundry expdtrs	"		15 60	1,543 49
		Pay-rolls for May, 1871, viz:	3		434 75	
May 1	1018	machinist & employees in shop	"		374 50	
"	1019	enginemen & firemen	"		356 00	
"	1020	conductors & train-hands	"		353 00	
"	1021	agt. & employees at stations	"		555 25	
"	1022	bridge gang, repairs	"		348 00	
"	102	gang No. 1, "	"		384 00	
"	1024	" " 2, "	"		307 00	
"	1025	" " 3, "	"		329 00	
"	1026	" " 4, "	"		433 00	
"	1027	" " 5, "	"		344 00	
"	1028	" " 6, "	"		329 00	
"	1029	" " 7, "	"		378 50	
"	1030	" " 8, "	"	1,251 60	349 00	
"	1031	" " 9, "	3 355	5 80	18 25	
11	1032	J. Hoffman, for desk, &c	3 346		18 00	
20	1035	D. C. Gibson, painting ticket-sign	"	7 98	7 25	
"	1036	H. C. Clarke, for stationery	3 344	39 56	125 00	
22	1037	M. J. Liddell, for lost grain	3 341	1 95	6 25	
25	1038	Southern Express, sundry pckgs	3 335		229 00	
31	1039	Edd. Allen, for agt., ticket cases	"		4 00	
"	1040	C. H. Moore, for shoes lost by train	"		6 25	
"	1041	Thos. Hogan, agt., handling frt	"		2 00	
"	1042	A. M. Dortch, " "	"		13 75	
"	1043	J. S. Richardson, discharging books	"		10 00	
"	1044	Vogh & Ackerman, mail service				

	"	1045	H. B. Lewis, for sundry charges		"		46 80	
	"	1046	Surghnor & Mullen, 2 b. hides lost, Novbr., '70		"		187 83	
			Amount carried forward			475,841 86	5,889	1,064,757 30
[465]			Amount brought forward			475,841 86	5,889 38	1,064,757 30
1871.								
May	31	1047	Pd. Joe Roberts, horse-hire & bill-posting	3	335		4 00	
	"	1049	Mattingly, Floweree & Co., for coal		"		28 00	
	"	1049	Southern Express, pckge to Vkbg. Bk		"	167 63	1 50	
								5,922 88
Apl.	30	J. L. 353	for amt. carried to cr. F. Corby & Co., being supplies furnished by them Nov. 26 to Mch. 14, '71. See statement filed with construction V. &	3	1		1,066 44	
	"	"	amt. of bill, May 19, locks & tube		"		74 83	
	"	"	H. R. Hildreth, bill printing, &c., May 1, '71		"		259 50	
	"	"	Stetson & Armstrong, their bills, books, blks., &c., Sept., Oct., & Novr., '70		"	462 37	524 00	
								1,924 77
		1050	J. S. Ellis, for wood & water in Apl	3	334		6 43	
June	1	1051	" " " " " May		"		14 35	
	"	1052	Robt. Harris, wood		"		34 87	
	"	1053	P. C. Rice, for "		"		58 50	
	"	1054	Alford & Gallatt, lumber for bridges		"		6 00	
	"	1055	Peter Peterson, for cross-ties		"		295 00	
	"	1056	H. B. Lewis, bro'm, scrubbing brush, &c		"	130 69	75	
	"	1057	N. G. Skipworth, exp. posting cards	3	329		164 40	
	6	1058	A. J. Pennibaker, frt. lost in Nov., '70		"	88 59	135 00	
	"	1059	Joe Roberts, horse-hire for posting bills	3	311		15 00	
	24	1060	G. W. McFee, for stationery		"		13 35	
	"	1061	post-office, for prepaid envelopes		"	20 00	36 30	
	"	1062	tr. for counterfeit money recd. from agts	3	305		30 00	
	30	1063	S. P. Burke, salary for May, '71		"		125 00	
	"	1064	G. F. Raworth, for services to date		"		400 00	
	"	1065	Bradfield & Emack, ice for train		"		48 63	
	"	1066	H. B. Lewis, chgs. on sundry frt		"		9 65	
	"	1067	J. L. Moore, for sundries		"		5 00	
	"	1068	Vogh & Ackerman, mail & drayage		"		20 50	
	"	1069	H. Kinderman, sunds		"		26 95	
			Pay-rolls for May, 1871:					
	"	1072	machinists & employees in shop		"		551 75	
	"	1073	enginemen & firemen		"		362 00	
	"	1074	conductor & train-hands		"		320 00	
	"	1075	station agts. & employees		"		382 00	
	"	1076	agents & employees at Delta		"		292 95	
	"	1077	bridge gang, repairs of bridges		"		574 80	
	"	1078	gang No. 1, repairs of road		"		375 50	
	"	1079	" " 2, " " "		"		461 50	
	"	1080	" " 3, " " "		"		483 00	
			Amount carried forward			476,711 14	5,249 18	1,072,604 95

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
[466]		Amount brought forward		476,711 14	5,249 18	1,072,604 95
1871.						
June 30	1081	Pd. gang No. 4, repairs of road	3 305		583 00	
"	1082	" " 5, " " "	"		511 62	
"	1083	" " 6, " " "	"		355 00	
"	1084	" " 7, " " "	"		348 50	
"	1085	" " 8, " " "	"		329 50	
"	1086	" " 9, " " "	"	2,180 07	486 50	
						7,863 30
		Pay-rolls for June, 1871, viz:				
July 1	1088	machinist & employees in shop	3 304		553 43	
"	1089	enginemen & Firemen	"		332 50	
"	1090	agt. & employees at stations	"		371 00	
"	1091	conductors & train-hands	"		322 00	
"	1092	ag't & employees at Delta	"		306 00	
"	1093	bridge gang	"		602 50	
"	1094	gang No. 1, repairs of road	"		444 50	
"	1095	" " 2, " " "	"		419 00	
"	1096	" " 3, " " "	"		457 00	
"	1097	" " 4, " " "	"		437 00	
"	1098	" " 5, " " "	"		421 00	
"	1099	" " 6, " " "	"		362 00	
"	1100	" " 7, " " "	"		386 50	
"	1101	" " 8, " " "	"		319 50	
"	1102	" " 9, " " "	"		429 50	
"	1108	J. J. Town, for coupon tickets	"		4 62	
"	1109	Robt. Harris, for wood	"		15 75	
"	1110	P. C. Rice, " "	"		67 88	
"	1111	J. R. Stevens, travelling ex. posting bills	"		125 55	
"	1112	do. bal. services	"		70 00	
"	1113	Dundas & Floyd, for sund	"		18 20	
"	1114	Peter Peterson, cross-ties for June	"		285 00	
"	1115	Monroe P. O., postage to Sept. 30, '74	"		69	
"	1116	telegrams beyond limits, Mch., Apl., May, & June	"	2,093 19	54 76	
8	1117	Maxwell & Goodman, for sunds	3 297	1 19	3 88	
10	1118	J. J. Baldwin, bridge repairs '69 & '70	3 295	211 38	691 75	
15	1119	Geo. Kochler, repairing safe, Delta	3 280	16 74	55 00	
20	1120	A. M. Dortch, handling frt	3 285	3 03	10 00	
25	1121	Southern Express, chgs. on car keys	3 280		1 00	
"	1121	" " " " " tickets	"	181	5 10	
31	1122	Jolly Holmes, for sundries	3 274		7 50	
"	1123	H. B. Lewis, charges on sunds	"		42 25	
"	1124	L. M. Downing, services July, '71	"		100 00	

"	1129	Vkbg. Bank, for check book		"		7 00	
		Amount carried forward			481,218 55		1,088,197 61
[467]		Amount brought forward			481,218 55		1,088,197 61
1871.							
July 31	J., f. 377	This sum ch'g to construction E. S. D., being for 32,000 cross-ties, but used in maintenance west of Delhi	3	274		19,200 00	
Aug. "	"	Pd. J. W. Green, salary mos. Apl. to Aug. 31, '71, incl., 5 mos		"		1,500 00	
"	"	J. F. McGuire, salary, May 1 to Aug. 31, incl., 4 mos		"	6,526 28	833 34	
							21,533 34
1	1130	Vogh & Ackerman, mail service & dray	3	273		11 50	
"	1131	F. P. Corby & Co., for oil		"		81 37	
"	1132	W. B. Russell & Co., tonnage to July 31, '71		"		37 30	
"	1133	A. M. Paxton, for sundries		"	83 63	147 65	
12	1137	Bradfield & E., ice July 1st to date	3	262		61 05	
"	1138	N. G. Skipworth, services at Girard & labor		"	22 60	14 75	
16	1139	J. G. Sanders, for 1 bbl. lime	3	258	1 19	4 00	
17	1140	H. C. Clarke, for stationery	3	257	7 42	25 00	
20	1141	H. R. Hildreth, blks., posters, &c	3	254	5 34	18 00	
22	1143	Jos. F. McGuire, salary for Mch. & Apl.	3	252	123 34	416 67	
31	1146	S. P. Burke, salary for June, July, & Aug	3	243		375 00	
"	1147	J. M. Adams, lumber, &c., for Mch. '71		"		472 98	
"	1148	" " " Apl. & May		"		1,003 97	
"	1149	" " " June		"		224 15	
"	1150	" " wood & water, June, July		"		37 25	
"	1151	Mattingly Flowerce & Co., for coal		"		42 00	
"	1152	Spencer & Craig, tickets & blanks		"		67 45	
"	1153	Baptiste Williams, mule killed		"		25 00	
"	1154	H. C. Lawson, tobacco lost Oct., '70		"		21 70	
"	1155	N. G. Skipworth, expense advertising		"		61 75	
"	1156	H. B. Lewis, agt., chgs. on supplies		"		4 20	
"	1157	Peter Peterson, cross-ties in July		"		295 00	
"	1158	Vogh & Ackerman, mail in Aug		"		10 00	
"	1159	E. Vanzandt, wood at Barnes		"		42 75	
"	1160	H. Kinderman, for sundries		"		22 60	
"	1161	Perterson & Boon, cross-ties & in Aug		"		361 80	
"	1162	Surghnor & Mullin, bal. on lost hides		"		78 00	
"	1163	N. L. Hardie & Co., tonnage		"		568 45	
		Pay-rolls for July, viz:					
"	1167	machinist & employees in shop		"		528 00	
"	1169	agent & employees at Delta		"		301 60	
"	1168	enginemen & firemen		"		335 50	
"	1170	agts. & employees at stations except Delta		"		370 00	
"	1171	conductor & train-hands		"		291 00	
"	1172	bridge gang, repairs of bridges		"		661 43	
"	1173	gang No. 1, " " road		"		418 00	
		Amount carried forward			487,988 35	7,436 89	1,109,730 95

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
[468]						
1871.		Amount brought forward		487,988 35	7,430 89	1,109,730 95
Aug. 31	1174	Pd. gang No. 2, repairs of road	3 243		428 50	
"	1175	" " 3, " " "	"		387 00	
"	1176	" " 4, " " "	"		447 00	
"	1177	" " 5, " " "	"		404 50	
"	1178	" " 6, " " "	"		324 00	
"	1179	" " 7, " " "	"		348 00	
"	1180	" " 8, " " "	"		355 00	
"	1181	" " 9, " " "	"	2,841 70	362 00	10,482 89
		Pay-rolls for August, 1871, viz:				
Sept. 1	1182	machinist & employees in shop	3 242		566 75	
"	1183	enginemen & firemen	"		403 50	
"	1184	agts. & employees at stations	"		360 66	
"	1185	" " " " Delta	"		288 25	
"	1186	conductors & train-hands	"		294 00	
"	1187	bridge gang	"		501 47	
"	1188	gang No. 1, repairs of road	"		386 00	
"	1189	" " 2, " " "	"		398 00	
"	1190	" " 3, " " "	"		349 00	
"	1191	" " 4, " " "	"		472 50	
"	1192	" " 5, " " "	"		415 00	
"	1193	" " 6, " " "	"		324 00	
"	1194	" " 7, " " "	"		343 00	
"	1195	" " 8, " " "	"		425 00	
"	1196	" " 9, " " "	"		375 00	
"	1197	J. H. Baker, frt. lost Nov., '70	"	1,745 67	40 08	
30	1201	G. W. McFee, for sundries	3 213		74 70	
"	1202	Thos. Devier, " "	"		24 00	
"	1203	Southern Express, on tickets	"		2 85	
"	1204	S. P. Burke, salary, Sept., '71	"		125 00	
"	1205	E. Vanzandt, for wood	"		80 60	
"	1206	Tom. Thompson, " "	"		6 00	
"	1207	Peterson & Boon, for cross-ties	"		600 10	
"	1209	L. M. Downing, salary Aug., '71	"		100 00	
"	1210	J. F. McGuire, " Sept., "	"		208 34	
"	1211	H. B. Lewis, sundry expenses	"	358 21	25 05	7,188 85
		Pay-rolls for September, 1871, viz:				
Oct. 1	1216	machinist gang	3 212		657 75	
"	1217	carpenters' shop	"		170 75	
"	1218	enginemen & firemen	"		344 50	
"	1219	station ag'ts & employees	"		399 50	
"	1220	conductors & train-hands	"		297 00	
		Amount carried forward		492,933 93	1,860 50	1,127,402 69

[469]			Amount brought forward			492,933 93	1,869 50	1,127,402 69
Oct.	1	1221	agents & employees at Delta	3	212		377 50	
	"	1222	bridge gang		"		534 68	
	"	1223	gang No. 1, repairs		"		317 00	
	"	1224	" " 2, "		"		328 00	
	"	1225	" " 3, "		"		356 00	
	"	1226	" " 4, "		"		523 00	
	"	1227	" " 5, "		"		439 65	
	"	1228	" " 6, "		"		344 50	
	"	1229	" " 7, "		"		276 00	
	"	1230	" " 8, "		"		287 00	
	"	1231	" " 9, "		"	1,752 18	450 00	
	12	1232	Standifer & McGuire, for bacon lost from train	3	201		27 30	
	"	"	str. Oddity, for 40 gals. oil lost		"		34 00	
	"	"	Maxey & Blocker, for 1 sck. oats destroyed		"		3 00	
	"	"	Hamper & Kidd, " ½ " oats		"	18 97	2 30	
	17	1233	H. O. Kelly, coffee lost on train	3	196	3 08	10 87	
	18	1234	H. Kinderman, ½ bbl. apples stolen	3	195	60 13	2 50	
	19	1235	G. C. Waddill, for wood	3	194	46 21	163 25	
	27	1239	E. A. Nelson, for 2-ft. wood	3	186		78 00	
	"	1240	Wm. Grant, " " "		"		12 00	
	"	1241	L. M. Downing, services for Sept. & Oct.		"		250 00	
	"	1242	S. W. Hamilton, for 2-ft. wood		"		28 50	
	"	1243	G. C. Waddill, " wood & ties		"		165 65	
	"	1244	Jas. Dull, " cross-ties		"		319 80	
	"	1245	Thos. Naughton, sundries		"		120 63	
	"	1246	G. Gaskins, oranges stolen on train		"		3 25	
	"	1247	Jube Smith, for 2-ft. wood		"		72 75	
	"	1249	H. Kinderman, for damages by c. oil		"		13 38	
	"	1250	B. B. Lews, str. s frt. on sundries		"		11 60	
	"	1251	G. W. McFee, box quine, stolen		"		146 28	
	"	1252	J. M. Adams, bridge timber, &c.		"		573 05	
	"	1253	do. " "		"		378 45	
	"	1254	do. " "		"		305 55	
	"	1255	Peter Peterson, for cross-ties		"		649 45	
	"	1256	Est. J. J. Baldwin, tie timber		"		59 95	
	"	1257	J. W. Locke, am't disbursed for labor at depot		"		11 65	
	"	1258	N. S. Hardy & Co., tonnage July to Oct. 31, incl.		"		1,351 05	
	"	1259	Irwin & Simms, for wagon lost from train		"		98 00	
	"	1259	D. D. Vanzandt, for 2-ft. wood		"		45 00	
	"	1260	J. W. Odell, " loading cotton, &c.		"	1,349 24	101 90	
	31	1261	V. Vogh, mail service & drayage Septr. & Octr.			6 17	22 00	
			Amount carried forward			496,169 91	11,163 94	1,127,402 69
[470]								
1871.			Amount brought forward			496,169 91	11,163 94	1,127,402 69
Oct.	31	1262	J. Hoffman, damage on frt.	3	182		6 30	
	"	1263	E. Dreyfus & Co., for canton flannel		"		80	
	"	1264	Southern Express chgs. on sunds.		"		2 50	
	"	1265	Monroe P. O., for prepaid envelopes		"		34 80	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
					164 32	
			3 182		42 95	
			"	70 58		11,415 61
1871.						
Oct. 31	1266	Pd. Oliver & Byrne, for bagging and lard damaged	3 181		738 50	
"	1267	Spencer & Craig, coupon tickets			165 50	
		Pay-rolls for October, 1871, viz:			411 00	
		machinist			529 85	
		carpenters' shop			768 82	
		engineemen & firemen			375 00	
		station agts. & hands			550 89	
		agts. & employees at Delta			366 50	
		conductor & train-hands			373 00	
		bridge gang			405 00	
		gang No. 1, repairs of road			506 00	
		" " 2, " " "			459 70	
		" " 3, " " "			350 00	
		" " 4, " " "			368 00	
		" " 5, " " "			410 00	
		" " 6, " " "			461 50	
		" " 7, " " "			55 50	
		" " 8, " " "		2,044 17	4 00	
		" " 9, " " "	3 180	1 12	81 53	
Nov. 1	1269	Lake One gang	3 175	22 62	89 10	
"	1270	G. W. McFee, for envelopes	3 168	24 68	8 50	
"	1271	Bradfield & Emmack, for ice	3 166		1 50	
"	1272	H. Kinderman, for sundries	"		9 00	
"	1273	Jno. Bishop, bbl. flour abandoned	"	7 17	6 90	
"	1274	J. Baer, 6 bottles ale stolen	"		11 00	
"	1275	M. McKinna, for whisky & bacon stolen	3 152		106 87	
"	1276	A. J. Keller, box cheese damaged	"		1,069 08	
"	1277	S. Gross, damages on 1 b, c	"		214 40	
"	1278	Joe Roberts, for 47½ cords 4-ft. wood	"		40 50	
"	1279	N. L. Hardy & Co., tonnage 3½ for Oct	"		17 20	
"	1280	E. D. Farrar, for the Hoggatt ties	"		13 00	
"	1281	J. W. Locke, for extra labor at depot	"		253 50	
"	1282	do. " chgs. on supplies	"		127 50	
"	1283	Vogh & Ackerman, mail service & dray	"		250 00	
"	1284	G. C. Waddill, 84½ cords wood, 2 ft		498,340 25	9,598 34	1,138,818 30
"	1285	Jube Smith, for 42½ 2 ft. wood		498,340 25	9,598 34	1,138,818 30
"	1286	S. P. Burke, salary for Nov. & Oct			34 25	
"	1289	Amount carried forward	3 152		125 00	
2	1291		"			
7	1293	Amount brought forward				
14	1294					
16	1295					
"	1296					
"	1297					
30	1298					
"	1299					
"	1300					
"	1301					
"	1302					
"	1303					
"	1304					
"	1305					
"	1306					
1871.						
1871.	1307	Pd. Pico & Co. for lost freight				
Nov. 30	1308	L. M. Downing, salary for Novbr				

"	1	1309	S. W. Odell, for loading 818 b. c					81 80	
"		1310	N. G. Skipworth, services as bill-poster					90 00	
"		1311	Thos. Hogan, agt., chgs. on coal					75	
"		1312	H. C. Clarke, time-book and stationery					13 55	
"		1313	J. S. Richardson, agt., Delta exps., July 10 to Dec. 5, '71					613 06	
"		1314	Peter Peterson, for cross-ties					618 00	
"		1315	W. B. Russell & Co., coms. to Oct. 31, '71					134 50	
"		1316	Mattingly, Flowerce & Co., for coal					40 00	
"		1317	H. C. Clarke, for stationery					47 40	
"		1318	F. P. Corby & Co., bills, Sept. 9th to 20th					200 83	
"		1319	Mattingly, Flowerce & Co., for coal				1, 127 45	16 00	11, 613 48
			November pay-rolls, 1871, viz:						
			machinist	3	151			683 38	
			engineemen & firemen					648 50	
			conductor and train-hands					646 50	
			agt. at Delta & employees					838 74	
			station agts. & hands					555 10	
Dec.	1	1325	gang No. 1, repairs					438 00	
	"	1326	bridge gang					847 83	
	"	1327	gang No. 2, repairs					539 68	
	"	1328	" " 3, "					409 00	
	"	1329	" " 4, "					514 50	
	"	1330	" " 5, "					435 00	
	"	1331	" " 6, "					327 00	
	"	1332	" " 7, "					395 50	
	"	1333	" " 8, "					414 00	
	"	1334	" " 9, "				2, 237 34	486 00	
	"	1335	Lee, Richardson & Co., for bill-cord					2 25	
	"	1336	D. Kaliski, for 2 bu. corn lost					1 25	
	"	1337	Pay-roll for Lake One gang, repairs	3	150			472 50	
	"	1338	L. A. Newcomb, 2 bu. corn lost					1 35	
	"	1339	Southern Express Co., pckge to St. Louis					1 00	
	2	1341	W. B. Bruser, amt. his bill, Jany. 17 to Oct. 1871					627 45	
	"	1342	J. M. Sanders, for wood					11 25	
	"	1340	N. L. Hardy & Co., transfer blks., &c., Nov. & Dec					1, 117 06	
	"	1343	S. Meyer, loss on corn & whisky					40 67	
	"	1347	G. W. McFee, bill, Novr. 19 to Dec. 31, '71					17 75	
	"	1348	Jas. Dull, for cross-ties					675 75	
	"	1349	Peter Peterson, for cross-ties					933 45	
	"	1350					501, 705 04	12, 080 46	1, 150, 431 78
	"	1351	Amount carried forward				501, 705 04	12, 080 46	1, 150, 431 78
	"	1352						136 25	
	"	1353	Amount brought forward	3	150			263 85	
	"	1354	S. P. Burke, salary for Dec., for s. pipe					438 60	
[472]			G. C. Wood, for cross-ties & wood					340 50	
1-71.			do. " do.					5 00	
Dec.	2	1355	Jube Smith, for wood					3 70	
	"	1356	T. J. Upton, damages on cheese					23 00	
	"	1357	J. Hoffman, for andirons, &c					52 50	
	"	1358	Ona. Telegraph, advtzg., subn., &c						
	"	1359	J. W. Locke, for extra labor						
	"	1360							
	"	1361							
	"	1362							

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1871.						
Dec. 2	1363	Pd. G. S. Boyd, for extra labor	3 150		31 70	
"	1364	Monroe p. o. box, rent '72 & quarter post ge	"		12 00	
"	1365	Jno. Janney, agt., sund. printing bills	"	1,447 85	88 25	
1872.		December pay-rolls for 1871, viz:				13,475 81
Jany. 1	1369	machinist & employees in shop	"		457 75	
"	1370	carpenters' shop	"		240 00	
"	1371	engineers and firemen	"		557 50	
"	1372	agt. & employees at Delta	"		568 16	
"	1373	agts. & employees at stations	"		408 75	
"	1374	conductors & train-hands	"		653 83	
"	1375	bridge gang	"		556 25	
"	1376	gang No. 1, repairs on road	"		471 00	
"	1377	" " 2, " " "	"		564 37	
"	1378	" " 3, " " "	"		421 00	
"	1379	" " 4, " " "	"		519 00	
"	1380	" " 5, " " "	"		397 50	
"	1381	" " 6, " " "	"		355 00	
"	1382	" " 7, " " "	"		509 50	
"	1383	" " 8, " " "	"		455 00	
"	1384	" " 9, " " "	"		466 00	
"	1385	Lake One gang, " " "	"	2,157 60	490 50	
4	1386	P. Burns, for flue & pillars under safe	3 117	5 32	20 00	
5	1387	Southern Express Co., sundries	3 116	2 39	9 00	
8	1389	H. Kinderman, corn & oats short	3 113	1 21	4 50	
5	1388	J. Hoffman, 4 gals. whiskey lost	3 116	4 59	17 32	
15	1393	So. Express, books, &c	3 106	1 84	7 00	
10	1390	do. for tickets	3 111	10 29	38 95	
13	1391	H. Kinderman, for sundries	3 108	13 49	51 15	
14	1392	Vogh & Ackerman, mail & hauling	3 107	10 55	40 00	
19	1394	So. Express, pckgs. to New Orleans	3 102	06	25	
23	1395	Irwin & Simms, corn lost Sept., '71	3 98	1 77	6 87	
26	1397	Mattingly, Floweree & Co., for coal	3 96	35 28	135 00	
29	1398	So. Express Co., tickets and books	3 92	9 43	31 15	
		Amount carried forward	.....	505,406 71	8,457 30	1,163,907 59
[473]						
1872.		Amount brought forward	.....	506,406 71	8,457 30	1,163,907 59
Jany. 29	1399	agt. at Vkbg., coms. on Dec. report	3 92	731 66	30 46	
31	1400	Hoggatt Bros., for cross-ties	3 90		92 40	
"	1401	J. S. Richardson, agt. exps., Dec. 7 to date	"		127 45	
"	1402	H. B. Bruser, re-covering & repairing cars	"		411 40	
"	1403	G. S. Boyd, expended for ex. labor, &c	"		14 25	
"	1404	H. B. Lignoski, ½ lb. bacon	"		40	

"	1405	L. M. Downing, services in Decbr		"		125 00	
"	1406	S. W. Odell, for loading cotton, &c		"		54 85	
"	1407	Head & Williamson, damages on wagon		"		5 00	
"	1408	Joe Roberts, for wood		"		27 50	
"	1409	J. W. Locke, agt. for ex. labor		"		17 85	
"	1410	do. strs. frt. on sundries		"		42 20	
"	1411	Jube Smith, for wood		"		111 00	
"	1412	Peter Peterson, for cross-ties		"		860 15	
"	1413	est. E. M. Lane for tie-timber		"		126 15	
"	1414	Jno. Nolan, for wood		"		198 00	
"	1415	Jno. W. Adams, pumping water		"		52 87	
"	1416	G. C. Waddill, wood & cross-ties		"		187 80	
"	1417	Jas. Dull, for cross-ties		"	653 06	57 50	10,999 53
		Pay-rolls for January, 1872, viz:					
Feby. 1	1419	machinist & employees in shop	3 89	"		715 87	
"	1420	enginemen & firemen		"		543 25	
"	1421	agt. & employees at Delta		"		608 75	
"	1422	agts. & employees at stations		"		420 35	
"	1423	conductors & train-hands		"		691 00	
"	1424	bridge gang		"		637 62	
"	1425	gang No. 1, repairs on road		"		409 10	
"	1426	" " 2, " " "		"		558 70	
"	1427	" " 3, " " "		"		368 11	
"	1428	" " 4, " " "		"		404 70	
"	1429	" " 5, " " "		"		409 10	
"	1430	" " 6, " " "		"		330 48	
"	1431	" " 7, " " "		"		472 26	
"	1432	" " 8, " " "		"		429 80	
"	1433	" " 9, " " "		"		462 17	
"	1434	Lake One gang, " " "		"	2,054 87	448 92	
3	1436	T. Hogan, agt., ex. labor and chgs	3 87	"		3 05	
"	1437	str. Natchez, ½ bill damages on cotton		"		9 13	
"	1438	H. C. Clarke, for stationery		"		32 70	
"	1439	Mattingly & Floweree, for coal		"		90 00	
"	1440	D. C. Gibson, for ticket signs		"		6 00	
		Amount carried forward			508,882 90	8,051 06	1,174,907 12
[474] 1872.		Amount brought forward			508,882 90	8,051 06	1,174,907 12
Feby. 1	1435	M. & St. L. Pakt. Co., bill for tickets	3 89		3 84	14 75	
Feby. 29	1448	J. W. Locke, for ex. labor	3 61	"		1 25	
"	1449	do. chgs. on sund. supplies		"		3 35	
"	1450	L. G. Matthews, for tickets, books, &c		"		418 45	
"	1451	S. P. Burke, salary for Jany. & Feby., '72		"		250 00	
"	1452	Jube Smith, for wood		"		190 50	
"	1453	L. M. Downing, salary for Jany		"		125 00	
"	1454	V. Vogh, for mail-service for 2 mo's		"	259 26	34 00	9,088 36
		Pay-rolls for February, 1873, viz:					
Mch. 1	1457	machinists & employees in shop	3 61	"		760 00	
"	1458	enginemen & firemen		"		489 25	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1872.						
Mch. 1	1459	Pd. agts. & employees at stations	3 61		416 35	
"	1460	" " " " Delta	"		645 50	
"	1461	conductors & train-hands	"		508 00	
"	1462	bridge gang	"		608 25	
"	1463	gang No. 1, repairs of road	"		398 72	
"	1464	" " 2, " " "	"		486 04	
"	1465	" " 3, " " "	"		378 60	
"	1466	" " 4, " " "	"		497 85	
"	1467	" " 5, " " "	"		396 10	
"	1468	" " 6, " " "	"		284 99	
"	1469	" " 7, " " "	"		399 61	
"	1470	" " 8, " " "	"		361 12	
"	1471	" " 9, " " "	"		389 11	
"	1472	Lake One gang	"		423 25	
"	1473	Jno. Nolan, for wood	"		288 00	
"	1474	Geo. C. Waddill, for wood	"		128 25	
"	1475	Jas. Dull, for cross-ties	"		225 40	
"	1476	Peter Peterson, " do.	"		1,139 00	
"	1477	est. E. M. Lane, for tie-timber	"		40 00	
"	1478	Amis Bros., " " "	"		67 50	
9	1479	N. L. Hardy & Co., tonnage, Jany & Feby	"		653 85	
"	1480	Kaliski & Gross, damage on cock-tail & cherries	"		150 00	
"	1481	Thos. Hogan, chgs. on coal	"		40	
"	1482	J. F. McGuire, salary Oct. 1st to Feby. 29, 72	"		1,041 66	
"	1483	L. G. Matthews, for stationery	"		20 00	
"	1484	Spencer & Craig, tickets & punches	"		48 37	
"	1485	Atlanta & West Point R. R. baggage-checks	"		1 82	
"	1486	G. T. Hardy, coms on agency	"	2,821 13	27 80	
10	1489	L. M. Downing, salary 1½ mos	3 52	41 92	166 66	
15	1491	M. Stafford, for coffee stolen from sack	3 47	75	3 00	
		Amount carried forward		512,009 80	11,295 95	$1,183,995 48
[475]						
		Amount brought forward		512,009 80	11,295 95	1,183,995 48
1872.						
Mch. 15	1492	J. E. Peters, for table, ticket-office at Delta	3 47	1 75	7 00	
16	1493	Southern Ex., on tickets, &c	3 46	74	3 00	
20	1494	H. Kinderman, for sundries	3 42		33 85	
"	1495	F. P. Corby & Co., R. R. supplies	"	96 30	352 44	
22	1498	So. Ex., chgs. on checks	3 40	2 33	9 45	
26	1499	H. C. Clarke, for stationery	3 36	4 10	16 60	
31	1500	J. W. Locke, agt. chgs. & ex. labor	3 31		77 70	
"	1501	F. P. Corby & Co., for car-grease	"		35 80	
"	1502	Mattingly, Floweree, & Co., for coal	"		45 00	

		1503	Bond & Guthrie, damages on corn					1 25	
		1504	J. E. Peters, for letter-press & table					12 00	
		1505	M. Feibelman, for oil, &c., Delta					14 85	
		1506	G. S. Boyd, agt., sund. expenditures					19 25	
		1507	Vogh & Ackerman, mail-dray, &c., Mch., '72					12 00	
		1508	Stauffer, Kent & Co., shovels and scythes				59 41	22 85	11,958 99
								2,100 00	
Mch.	31	J., f. 446	J. W. Green, salary, Sept. 1 to Mch. 31, '72				682 99	666 44	2,766 44
			F. T. Corby & Co., for sundries						
			Pay-roll for Mch., '72, viz:	3	30				
Apl.	1	1516	machinist & employees in shop					756 75	
		1517	enginemen & firemen					541 25	
		1518	station-agents & hands					420 35	
		1519	conductor & train-hands					492 00	
		1520	agents & employees at Delta					586 87	
		1521	bridge gang					687 92	
		1522	gang No. 1, repairs of road					395 24	
		1523	" " 2, " " "					457 29	
		1524	" " 3, " " "					436 75	
		1525	" " 4, " " "					527 22	
		1526	" " 5, " " "					392 59	
		1527	" " 6, " " "					306 83	
		1528	" " 7, " " "					412 78	
		1529	" " 8, " " "					348 43	
		1530	" " 9, " " "					433 64	
		1531	Waverly gang					90 69	
		1534	Tom. Thompson, wood					4 25	
		1535	D. D. Vanzandt, " "					30 75	
		1536	Peter Peterson, for cross-ties					817 90	
		1537	J. W. Clarke, " wood					108 75	
		1538	Jno. S. Ellis, " do.					30 00	
		1539	Wisener & Jamar, " do.					24 00	
		1540	Jas. Dull, for cross-ties					136 40	
			Amount carried forward				512,857 42	8,428 65	1,198,720 91
[476]									
			Amount brought forward				512,857 42	8,428 65	1,198,720 91
1872.				3	30				
Apl.	1	1541	est. E. M. Lane, for tie-timber					67 95	
	"	1542	L. G. Matthews, for stationery					18 00	
	"	1543	Jube Smith, " wood					145 50	
	"	1544	J. M. Adams, lumber, Nov., '71					175 00	
	"	1545	do. " "					253 64	
	"	1546	do. " " Dec. & Jany					387 41	
	"	1547	do. " "					236 68	
	"	1548	do. " " Feby					387 49	
	"	1549	do. " " Mch					894 68	
	"	1550	J. G. Sanders, corn, flour, &c				2,714 05	5 40	
	"	1551	M. Stafford, for almonds	3	22			2 55	
	9	1555	B. Johnson, amt. due					287 50	
	"	1555	Gus. Rauche, for ties						

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale &c.—Continued.

Date.	No. V.		Time.	Interest.		
1872.						
Apl. 9	1556	Pd. So. Express, frt. on sundries	3 22		4 80	
"	1557	Wm. Schulze, for lining skins	"	72 37	3 25	
16	1560	W. U. Telegraph, bal. due on mo. Aug., '71	3 15	3 77	15 15	
19	1561	J. E. Peters, for repairing chair	3 12	37	1 50	
20	1562	Geo. Koehler, repairing Ludeling's iron safe, for office use	3 11	12 12	50 00	
25	1563	agt. at Vksbg., coms. on Mch. business	3 6	1 71	7 12	
30	1566	F. P. Corby & Co., for tube-expander	3 1		25 00	
"	1567	S. P. Burke, salary, Mch. & Apl.	"		250 00	
"	1568	J. W. Locke, agt., &c sundries	"		24 25	
"	1569	Thos. Hogan, agt., "	"		8 75	
"	1570	J. S. Richardson, agt., "	"		169 95	
"	1571	V. Vogh, mail-service in Apl	"		16 00	
"	1572	C. S. Compton, for stock killed	"		13 00	
"	1573	Jube Smith, for wood	"		25 50	
"	1574	J. M. Stanbrough, for lard abandoned	"	131 76	16 10	
		Pay-rolls for April, 1872:				11,921 22
May 1	1580	machinist & employees in shop	2 "		680 24	
"	1581	engineman and firemen	"		436 00	
"	1582	conductors and train-hands	"		494 00	
"	1583	station-agents and employees	"		418 35	
"	1584	agents and employees at Delta	"		544 00	
"	1585	bridge gang	"		696 37	
"	1586	gang No. 1, repairs of road	"		372 49	
"	1587	" " 2, " " "	"		492 79	
"	1588	" " 3, " " "	"		477 45	
"	1589	" " 4, " " "	"		408 35	
"	1590	" " 5, " " "	"		423 22	
		Amount carried forward		515,793 57	5,443 26	1,210,642 13
[477]						
1872.						
		Amount brought forward		515,793 57	5,443 26	1,210,642 13
May 1	1591	gang No. 6, repairs of road	2		295 00	
"	1592	" " 7, " " "			355 87	
"	1593	" " 8, " " "			370 27	
"	1594	" " 9, " " "			442 03	
"	1595	Waverly gang " "			591 15	
"	1596	Joe Roberts, for wood			24 00	
"	1597	J. W. Balfour, for tie-timber			15 65	
"	1598	Jno. Ellis, for wood			52 50	
"	1599	J. W. Clark, " "			67 50	
"	1600	D. D. Vanzandt, " "			43 50	
"	1601	Tom Thompson, for cutting wood			1 00	
"	1602	J. F. McGuire, salary, Mch. & Apl., '72			416 67	
"	1603	Peter Peterson, for cross-ties			783 90	

"	1	1604	W. B. Bruser, for globe and ring for checks				2 75		
"		1605	S. Videlon, for wood				126 00		
"		1606	Thomas Jamar, for wood				39 75		
"		1607	Tappan, for iron				19 80		
"		1608	G. T. Hardy, coms. Shreveport tickets, Apl				21 00		
"		1609	J. Bishop & Co., apples & potatoes		"	1,431 28	64 50		
"		1613	R. B. Lignoski, for cutting glass	2	356	2 56	1 50		
10		1614	H. Kinderman, sundries	2	355		10 60		
16		1615	F. P. Corby & Co., "			87 66	160 17		
"		1616	J. H. Milling, salary, Mch. 11th to May 1, '72	2	335		208 33		
31		1620	W. B. Russell & Co., coms., Nov., '71, to Apl. 30, '72		"		183 20		
"		1621	Thos. Naughton, sundries		"		13 25		
"		1622	La. Intelligencer, sundry printing & advertising, &c		"		649 00		
"		1623	M. Feibelman, sundries		"		68 65		
"		1624	Bradfield & Emmack		"		44 34		
"		1625	Irwin & Simms, materials for whitewashing		"		1 75		
"		1626	W. S. Thompson, for canned fruit stolen		"		2 00		
"		1627	G. S. Boyd, ex. labor at Girard		"		7 75		
"		1628	S. Moore, whitewashing depot at Delhi		"		10 00		
"		1629	Joe Roberts, for wood in April		"		24 00		
"		1630	V. Vogh, mail & drayage		"		12 00		
"		1631	G. T. Hardy, coms. on Shrvept. tickets, May		"		5 00		
"		1632	J. S. Richardson, agt., ex. labor at Delta		"		24 35		
"		1644	F. P. Corby & Co., oil, &c		"		149 43		
"		1645	Jas. Murdock, for baggage-checks		"	306 83	114 00		
"	J., f.	477	H. B. Bruser, for bal. due on bill supplies, Feby. 6, '72, & for sundries		"	54 41	232 15		10, 633 42
									232 15
			Amount carried forward			517, 676 31			1, 221, 507 70
[478]									
1872.			Amount brought forward			517, 676 31			1, 221, 507 70
		Pd.	Pay rolls for May, 1872:	2	334				
June	1	1647	machinist & employees in shop				746 66		
"		1648	engineemen & firemen				403 00		
"		1649	conductors & train-hands				481 00		
"		1650	agents & employees at stations				418 85		
"		1651	agents & employees at Delta				398 50		
"		1652	bridge gang				643 64		
"		1653	gang No. 1, repairs of road				396 97		
"		1654	" " 2, " " "				508 86		
"		1655	" " 3, " " "				363 25		
"		1656	" " 4, " " "				400 11		
"		1657	" " 5, " " "				402 23		
"		1658	" " 6, " " "				318 21		
"		1659	" " 7, " " "				369 40		
"		1660	" " 8, " " "				378 97		
"		1661	" " 9, " " "				457 87		
"		1662	Waverly gang, " " "				322 89		
"		1663	J. W. Locke, sund. expenditures				24 31		
"		1664	Joe Roberts, for wood				93 00		
"		1665	J. S. Ellis, " "				54 00		
"		1666	J. P. Smith, for stock killed				9 00		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1872.						
June 1	1667	Pd. C. McDonough, for wood			140 25	
"	1668	Peter Peterson, " cross-ties	"		528 75	
"	1669	Tom Thompson, cutting wood	"	1,846 32		
7	1670	H. C. Clark, for stationery	"		3 00	
10	1671	So. Ex. Co. chgs. on tickets	2 328	5 55	23 75	
12	1672	G. T. Hardy, for ticket-case	2 325	82	2 75	
18	1673	J. L. Hunsicker, ½ bbl. beef lost	2 323	9 27	40 00	
22	1674	G. C. Ensminger, ice for train & office	2 317	1 97	7 00	
26	1676	J. W. Green, exps. to St. Louis and back	2 313	1 34	5 75	
30	1677	S. P. Burke, salary, May and June	2 309	10 00	43 65	
"	1678	J. H. Milling, salary for May	2 305		250 00	
"	1679	J. M. Adams, lumber, &c., May & Apl.	"		125 00	
"	1680	do. June	"		1,018 09	
"	1681	Thos. Jamar, for wood	"		290 40	
"	1682	G. C. Ensminger, ice for office	"		55 50	
"	1683	J. F. McGuire, salary, Apl. & May	"		1 82	
"	1684	N. L. Hardy & Co., tonnage to date	"		416 67	
"	1685	J. S. Richardson, two water-coolers	"		3,346 81	
"	1686	Spencer & Craig, for printing	"		12 00	
"	1687	J. W. Locke, sundry disbursements	"		14 83	
			"		13 70	
		Amount carried forward		519,551 58	13,550 38	1,221,507 70
[479] 1872.						
June 30	1688	Amount brought forward		519,551 58	13,550 38	1,221,507 70
"	1689	J. R. Hildreth, for stationery	2 305		144 00	
"	1690	Monroe P. O., postage, &c.	"		2 80	
"	1691	G. Chamberlain, 4 bu. oats, lost	"		1 80	
		do. 7 " corn lost	"	1,298 33	6 65	
July 1	1697	**Pay-rolls for June, 1872, viz:** machinist & employees, &c., in shop	2 304		657 00	13,705 63
"	1698	enginemen & firemen			448 00	
"	1699	conductors & train-hands			465 25	
"	1700	agents & employees at stations			410 85	
"	1701	agt. & employees at Delta			391 00	
"	1702	bridge gang			618 16	
"	1703	gang No. 1, repairs of road			314 69	
"	1704	" " 2, " " "			450 42	
"	1705	" " 3, " " "			314 28	
"	1706	" " 4, " " "			282 36	
"	1707	" " 5, " " "			382 11	
"	1708	" " 6, " " "			213 18	
"	1709	" " 7, " " "			329 84	
"	1710	" " 8, " " "			306 86	
"	1711	" " 9, " " "			422 33	

"	1712	Waverly gang, " " "		"	1,441 58	328 81		
8	1713	⅔ of Jno. G. Sanders	2	297	29	1 40		
1	1714	C. McDonough, for wood	2	304		19 50		
"	1715	D. D. Vanzandt, " "		"		84 75		
"	1716	J. S. Ellis, " "		"		27 00		
"	1717	P. Peterson, for cross-ties, &c		"	173 87	635 95		
8	1720	storage on 44 scks. corn	2	297	1 13	5 00		
11	1721	Bradfield & Emmack, for ice	2	294	14 81	65 68		
20	1723	Geo. Kohler, for making key	2	285	2 23	10 00		
22	1724	str. Economist, excess on Camden frt	2	283	6 63	29 65		
24	1725	So. Ex. Co., frt. on tickets	2	281	67	3 00		
"	1728	W. B. Russell & Co., coms. on frt., May & June		"		75 60		
"		same, for B. L. blanks, &c		"	131 84	67 60		
31	1730	J. H. Milling, services	2	274		125 00		
"	1731	V. Vogh, sundries		"		22 00		
"	1732	F. P. Corby & Co., "		"		375 23		
"	1733	J. W. Locke, "		"		13 05		
"	1734	Jas. Dull, "		"		63 00		
"	1735	Thos. Hogan, "		"		3 00		
"	1736	E. McDonough		"		58 50		
"	1737	Peter Peterson, for cross-ties		"		237 40		
		Amount carried forward			522,622 96	8,254 45		1,235,213 33
[480]								
1872.		Amount brought forward			522,622 96	8,254 45		1,235,213 33
July 31	1738	M. Fiebelman, for sundries	2	274		14 75		
"	1739	A. R. Wisener, for wood		"		53 25		
"	1740	J. S. Ellis, " "		"		87 75		
"	1741	G. S. Boyd, agt., ⅔ sundries		"	236 35	17 10		
								8,427 30
		Pay-rolls for July, 1872, viz:						
Aug. 1	1745	machinist & employees in shop	5	273		834 62		
"	1746	enginemen & firemen		"		355 12		
"	1747	conductors & train-hands		"		443 50		
"	1748	agts. & employees at Delta		"		423 00		
"	1749	agts & employees at stations		"		405 35		
"	1750	bridge gang		"		602 86		
"	1751	gang No. 1, repairs on road		"		363 28		
"	1752	" " 2, " " "		"		443 78		
"	1753	" " 3, " " "		"		294 54		
"	1754	" " 4, " " "		"		236 85		
"	1755	" " 5, " " "		"		374 22		
"	1756	" " 6, " " "		"		141 47		
"	1757	" " 7, " " "		"		380 92		
"	1758	" " 8, " " "		"		296 30		
"	1759	" " 9, " " "		"		335 75		
"	1760	Waverly gang, repairs on road		"	1,370 85	280 26		
		Pay-rolls for August, 1872, viz:						
31	1806	machinist & employees in shop	2	243		860 91		
"	1807	enginemen & firemen		"		482 15		
"	1808	conductors & train-hands		"		443 50		
"	1809	agents and employees at stations		"		405 35		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1872.						
Aug. 31	1810	Pd. agent & employees at Delta	2 243		444 00	
"	1811	bridge gang	"		565 50	
"	1812	gang No. 1, repairs of road	"		365 47	
"	1813	" " 2, " " "	"		383 78	
"	1814	" " 3, " " "	"		331 34	
"	1815	" " 4, " " "	"		329 61	
"	1816	" " 5, " " "	"		352 36	
"	1817	" " 6, " " "	"		185 90	
"	1818	" " 7, " " "	"		304 36	
"	1819	" " 8, " " "	"		235 97	
"	1820	" " 9, " " "	"		268 80	
"	1821	Waverly gang, repairs of road	"	1,353 34	365 10	
1	1761	M. Stafford, loss on meal	2 273		10 13	
"	1762	J. M. Adams, lumber, &c	"		79 21	
"	1763	J. P. Rice, for wood	"		77 25	
		Amount carried forward		525,583 50	12,702 51	1,243,640 63
[481]						
1872.		Amount brought forward		525,583 50	12,702 51	1,243,640 63
Aug. 1	1764	Pd. D. Stein & Co., box pepper sauce	2 273		12 10	
"	1765	J. F. Kelly, can lard stolen	"		88	
"	1766	J. H. Milling, salary for July	"	67 92	125 00	
Aug. 7	1768	frt. on tickets from Cincinnati	2 267		1 85	
"	1769	Dick Brazil, for moss	"		18 00	
"	1770	R. B. Smith, for box cigars stolen	"		8 00	
"	1771	Mattingly, Flowerce & Co., for coal	"	89 33	75 00	
12	1773	G. A. Pratt, travlg. expenses	2 262		31 25	
"	1774	Spencer & Craig, for coupon tickets	"		144 95	
"	1775	H. Kinderman, for sundries	"	44 48	27 56	
16	1777	Lee, Richardson & Co, for rope	2 258		6 55	
"	1778	J. O. Bradfield, $\frac{3}{5}$, for ice for train	"	18 28	77 64	
26	1782	J. W. Green, exps. to N. O. & Minden	2 248		24 75	
"	1783	S. Express Co., $\frac{3}{5}$	"	10 68	24 75	
31	1787	G. T. Hardy, coms. July & June	2 243	3 00	14 00	
28	1784	B. & E., for ticket case	2 246	15 16	70 50	
31	1788	Emile Lange, for upholstering car	2 243		70 00	
"	1789	F. P. Corby & Co., oil, iron, &c	"		118 71	
"	1790	J. W. Locke, agt., extra labor, &c	"		31 88	
"	1791	V. Vogh, mail service, &c	"		13 00	
"	1792	S. P. Burke, salary July & Aug	"		250 00	
"	1793	J. S. Ellis, $\frac{3}{5}$, for wood	"		48 75	
"	1794	D. D. Vanzandt, for wood	"		33 00	
"	1795	C. McDonough, " "	"		61 50	
"	1796	J. W. Clarke, " "	"		132 00	

"	1797	Peter Peterson, wood & ties		"		426 80		
"	1798	Jas. Dull, $^{a}_{c}$ for wood		"		48 00		
"	1799	M. W. B. & T. C. for tonnage		"		254 29		
"	1800	J. M. Adams, for lumber		"		304 14		
"	1801	N. L. Hardy & Co., tonnage, July & Aug		"		1,215 66		
"	1802	J. S. Richardson, agt., sunds		"		106 70		
"	1822	J. H. Milling, services to 31st		"		125 00		
"	1823	J. F. McGuire, salary, July & Aug		"		416 67		
1872.								15,021 39
Aug. 31	J. f., 20	J. W. Green's salary for months of Apl., May, June, July, & August, '72		"	1,103 38	1,500 00		1,500 00
Sept. 1	1	Frank Miles, for plow lost Mch., '72	2	242		7 46		
"	2	W. B. Russell & Co., for tariffs & coms		"		61 10		
"	3	J. E. Trimble, 7 sacks corn lost		"		9 73		
"	4	D. Steine, for lime lost		"		7 50		
"	5	do. loss on corn and rye		"		12 32		
"	6	J. Hoffman, loss on corn		"		3 32		
		Amount carried forward			526,935 03	101 43		1,262,102 02
[482]								
1872.		Amount brought forward			526,935 06	101 43		1,262,102 02
Sept. 1	7	Pd. D. Stein & Co., 2 cases shoes lost	2	242	57 12	165 90		
12	11	D. C. Gibson, for painting, &c	2	231	99 33	470 00		
17	12	M. B. Kidd, lost bacon	2	226		13 44		
"	13	Otts & Barron, stolen goods		"		10 45		
"	14	Maxey & Blocker, " "		"		2 03		
"	15	H. Roseman, loss on rye &		"		2 45		
"	16	Joe Roberts, for wood		"	28 01	105 00		
19	19	Bradfield & Emmack, ice & coal	2	224	30 86	147 15		
30	22	J. B. Hubbard, sundry exp'd'trs	2	213		7 35		
"	23	B. W. Johnson, $\frac{1}{4}$ % ex. on $972		"		2 43		
"	24	do. " " $2,039.05		"		5 10		
"	25	do. " " 766.10		"		1 91		
"	26	J. B. Hubbard, $\frac{1}{3}$ his salary, July 19 to Aug. 31st, @ $75 per mo		"		51 25		
"	29	Thos. Hogan, sundry disbursements		"		1 65		
"	30	whf. bt., loading cotton		"		25 80		
"	31	Mrs. Green, office rent to date		"		100 00		
"	32	Monroe P. O., for stamps		"		3 00		
"	33	So. Ex. Co., on letter to governor		"		50		
"	34	Monroe P. O., prepaid envellopes		"		35 75		
"	35	F. P. Corby & Co., sund. supplies		"		337 95		
"	36	H. Kinderman, " "		"		24 80		
"	37	J. E. Peters, for 18 chairs		"		18 00		
"	38	J. H. Milling, salary for Sept		"		125 00		
"	39	A. & M. P. R. R. Co., for advertizing		"		5 60		
"	40	V. Vogh, mail-service and dray, Septr		"		11 00		
"	41	H. C. Clarke, for stationery		"		70 80		
"	42	G. T. Hardy & Co., com. on sales		"		28 00		
"	43	Bry & Muir, lumber for cars		"		131 04		
"	44	do. " bridging, &c		"		329 86		
"	45	Joe Roberts, for wood		"		48 00		
"	46	J. R. McDowell, tie-timber		"		37 65		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1872.						
Sept. 1	47	Pd. C. McDonough, agt., for wood	2 213		52 00	
"	48	D. C. Gibson, for painting	"		45 00	
"	49	Jas. Dull, for wood & ties	"		275 07	
"	50	Jno. Soderstrom, cross-ties	"		315 70	
"	51	Wm. Miles, for bbl. potatoes lost	"		3 50	
"	52	J. S. Richardson, sund. disbsmts	"		450 10	
"	53	Vksbg. Herald, bal. ⅔c	"	588 46	294 50	
		Pay-rolls for Septbr., 1872, viz:				
18	61	machinist & employees in shop	2 225	162 37	773 37	
		Amount carried forward		527,901 18	4,629 51	1,262,162 02
[483]						
1872.		Amount brought forward		527,901 18	4,629 51	1,262,162 02
Sept. 18	62	enginemen & firemen	2 225		413 00	
"	63	conductors & train-hands	"		448 75	
"	64	agts. & employees at stations	"		550 85	
"	65	agt. & employees at Delta	"		608 44	
"	66	bridge gang	"		500 14	
"	67	gang No. 1, repairs of road	"		314 27	
"	68	" " 2, " " "	"		301 81	
"	69	" " 3, " " "	"		312 50	
"	70	" " 4, " " "	"		346 63	
"	71	" " 5, " " "	"		359 62	
"	72	" " 6, " " "	"		248 24	
"	73	" " 7, " " "	"		284 08	
"	74	" " 8, " " "	"		258 72	
"	75	" " 9, " " "	"		305 99	
"	76	Waverly gang	"	1,154 81	246 11	
Oct. 1	81	J. S. Ellis, for wood	2 212		43 50	10,128 66
"	82	est. Baldwin, for tie-timber	"		10 95	
"	83	B. C. Hall, for flour damaged	"		11 90	
"	84	Gross & Bro., for shoes stolen	"		19 60	
"	85	E. S. Austin, for axle-grease lost	"		6 60	
"	86	H. Gerson, for stolen goods, &c	"		59 06	
"	87	J. W. Locke, for extra labor at depot	"		58 35	
"	88	do. " chgs. on sundries for co	"		19 95	
"	89	E. S. Austin, damage on buckets	"		40	
"	90	Geo. Chamberlain, 1 bbl. meal	"	50 48	3 35	
4	93	M. W. B. & T. Co., damages on sund. bills	2 209	2 02	9 80	
"	94	B. M. Johnson & Co., ex. on N. O	2 205		2 70	
"	95	East Texas Bulletin, for advtzing	"		20 00	
"	96	L. R. Simmons, for book for Shrevept	"		1 50	
"	97	J. B. Hubbard, ½ of salary for Sept	"	12 69	37 50	

10	98	Woodward, Tiernan & Hale, for books	2	203		272 05		
"	99	W. B. Russell & Co., coms. & printing		"		160 00		
"	101	Ona. Telegraph, for advertizing		"		18 75		
"	102	J. F. Davis, for sck. of hams lost		"	96 87	21 60		
15	104	B. M. Johnson, for ex. on N. O		"		103 60		
"	105	Head & McLain, for cask of bacon	2	198		1 50		
"	106	So. Express, on sundry pckges		"	22 61	5 75		
17	107	S. P. Burke, salary Sept. & Oct. to date	2	196	39 86	195 83		
19	108	Thos. Hogan, for sundries	2	194	39	1 75		
22	109	H. C. Clark, for stationery	2	191		41 45		
"	110	B. M. Johnson, for ex. on N. O		"	8 93	2 72		
		Amount carried forward			529, 289 75	1, 140 16		1, 272, 290 68
[184]								
1872.								
		Amount brought forward			529, 289 75	1, 140 16		1, 272, 290 68
Oct. 31	113	Pd. G. H. Varner, for keg lard lost	2	182		7 46		
"	114	H. Roseman, for cask bacon		"		143 01		
"	115	J. H. Rimbold, salary for Oct		"		90 00		
"	116	G. S. Boyd, agt. for sunds		"		37 10		
"	117	Jas. Dull, for " cross-ties		"		78 80		
"	118	Jno. Soderstrom, for do.		"		596 90		
"	119	G. C. Waddill, lumber for tank		"		88 87		
"	120	C. McDonough, for wood		"		208 70		
"	121	J. W. Clarke, for do.		"		54 18		
"	122	P. Peterson, for tie-timber		"		325 80		
"	123	D. D. Vanzandt, for wood		"		45 75		
"	124	R. Richardson " tie-timbers		"		65 50		
"	125	Shreveport Times, for advertising		"		30 00		
"	126	B. M. Johnson, for ex. on N. O		"		3 05		
"	127	T. J. Larkin, ½ bbl. sugar lost		"		21 34		
"	128	M. B. Kidd, damage on lard		"		2 15		
"	129	P. C. Parker & Co., jelly stolen		"		2 55		
"	130	H. Meyer, damage on lard		"		3 45		
"	131	F. P. Corby & Co., car-boxes		"		112 00		
"	132	F. C. Wadworth, stove-pipe, &c		"		7 50		
"	133	Bond & Guthrie, damage on trunk		"		1 00		
"	134	str. Natchez, for stamped envelopes		"		24 00		
"	135	J. O. Bradfield, ice in Septr		"		59 10		
"	136	Peter Burns, for setting grate		"		7 00		
"	137	J. W. Simms, agt., for sunds		"		3 35		
"	138	F. P. Corby & Co., spades, boxes, &c		"		154 45		
"	139	J. W. Green, travelling expenses		"		40 75		
"	140	Head & McLain, bagging abandoned		"		112 00		
"	141	Head & McLain, br. hams lost		"		65		
"	142	Bond & Guthrie, cheese lost		"		9 45		
"	143	H. Meyer, 1 doz. buckets short		"		3 50		
"	144	Transfer Co., tonnage in Septbr		"		173 50		
"	145	J. M. Adams, for lumber		"		3 00		
"	146	J. H. Milling, salary		"		125 00		
"	147	T. J. Larkin, 1½ gal. brandy lost		"		3 15		
"	148	J. B. Hubbard, ½ Oct. salary		"		37 50		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1872.		Pay-rolls for October, 1872, viz:				
Oct. 31	156	Pd. machinist & employees in shop	2 182	.....	624 37	
"	157	enginemen & firemen	"	.....	470 50	
"	158	carpenters' shop	"	.....	429 50	
"	159	conductors & train-hands	"	.....	652 87	
		Amount carried forward	.....	529, 289 75	5, 958 91	1, 272, 290 68
[485]						
1872.		Amount brought forward	.....	529, 289 75	5, 958 91	1, 272, 290 68
Oct. 31	160	agent & employees at stations	2 182	.....	692 35	
"	161	agent & employees at Delta	"	.....	837 50	
"	162	bridge gang	"	.....	766 96	
"	163	gang No. 1, repairs of road	"	.....	392 63	
"	164	" " 2, " " "	"	.....	457 15	
"	165	" " 3, " " "	"	.....	358 91	
"	166	" " 4, " " "	"	.....	283 24	
"	167	" " 5, " " "	"	.....	361 98	
"	168	" " 6, " " "	"	.....	303 73	
"	169	" " 7, " " "	"	.....	373 77	
"	170	" " 8, " " "	"	.....	273 67	
"	171	" " 9, " " "	"	.....	451 67	
"	172	Waverly gang " " "	"	2, 147 02	339 12	
						11, 851 59
Nov. 1	174	J. S. Richardson, sund. disbsmts	2 181	.....	216 35	
"	175	Shreveport Gazette, 6 mos. subscription	"	.....	6 00	
"	176	H. J. Haight, messenger to Shreveport	"	.....	25 00	
"	177	M. W. & F. Co., tonnage for October	"	.....	344 75	
"	178	Bry & Muir, for lumber	"	.....	324 29	
"	179	Joe Roberts, for wood in Aug'st	"	.....	93 00	
"	180	J. W. Locke, extra labor in Oct	"	.....	252 04	
"	181	Joe Roberts, wood in June	"	.....	42 00	
"	182	T. J. Crow, for 1 bbl. flour lost	"	262 87	9 50	
4	186	A. J. Keller, for stolen goods	2 178	1 20	6 05	
8	187	Prm. on Shreveport check, $943.75, @ ¼ %	2 174	.....	2 35	
"	188	R. H. Kelly, for stolen ale	"	.....	3 00	
"	189	Maxwell & Goodman, for lost bagging	"	2 98	9 75	
11	190	H. B. Bruser, for sundries	2 171	99 00	500 26	
13	192	H. Kinderman, for sundries	2 169	8 80	44 45	
14	194	W. C. James & Bro., boring for Ouachita piers	2 168	.....	251 62	
"	195	do. for laborers	"	54 11	22 75	
18	196	Monroe P. O., for postage-stamps	2 164	.....	6 00	
"	197	Titus Hill, mule killed by train	"	.....	40 00	
"	198	B. M. Johnson, for ex. on N. O.	"	9 80	3 94	
20	199	J. D. Stiles, table for Delta depot	2 162	.....	5 00	

"	200	J. O. Bradfield, for coal	"	27 64	136 00		
23	204	P. Burns, bricks for section houses	2 159		64 00		
"	205	J. H. Milling, grate and fire-bricks	"		8 00		
"	206	Head & McLain, for pork and oats lost	"		19 50		
"	207	M. W. & F. Co., tonnage ¾ for Novbr	"		349 50		
"	208	J. W. Locke, chgs on sundries	"		40 35		
"	209	do. extra labor in Novbr	"	150 39	288 55		
		Amount carried forward		532,053 56	3,114 00	1,284,142 27	
[486]							
1872.		Amount brought forward		532,053 56	3,114 00	1,284,142 27	
Novbr.30	210	A. Ranxet, cocoa-nuts lost	2 152		7 50		
"	211	Bry & Muir, for lumber	"		797 15		
"	212	J. S. Ellis, for wood	"		47 25		
"	213	G. S. Wood, for wood & sunds	"		23 32		
"	214	A. Soderstrom, for ties & timber	"		735 80		
"	215	C. McDonough, for wood	"		154 41		
"	216	J. W. Clarke, " "	"		21 00		
"	217	Tom Thompson, " "	"		7 25		
"	218	Peter Peterson, " "	"		714 00		
"	219	R. E. Amis, " tie-timber	"		131 45		
"	220	Robt. Richardson, " "	"		88 65		
"	221	J. H. Milling, salary for Novbr	"		175 00		
"	222	do. services previously	"		100 00		
"	223	Joe Roberts, for wood	"		37 50		
"	224	W. B. Russell, tonnage Oct. & Nov	"		97 00		
"	225	Jube Smith, for wood	"		146 62		
"	226	do. " "	"		86 62		
"	227	J. M. Adams, for lumber, &c	"		330 32		
"	228	J. H. Walker, " wood	"		15 75		
"	229	H. O. Kelly, " cranberries & soap	"		6 14		
"	230	F. P. Corby & Co., sund. supplies	"		112 25		
"	231	A. & W. Pt. R. R. Co., avtzg. Oct	"		3 57		
"	232	Mrs. V. S. Green, rent to Dec. 31, '72	"		100 00		
"	233	Thos. Naughton, roofing bag. car	"		68 00		
"	234	W. R. Wadworth, for sunds	"		8 00		
"	235	Vicksburg Herald, printing, &c	"		72 50		
"	236	F. P. Corby & Co., sund. supplies	"		250 54		
"	237	F. H. Fowler, for sundries	"		4 50		
"	238	Ona. Telegraph subscrip. to ¢22, vol. 8	"		3 00		
"	239	McFee & Bethune, sundries	"		23 10		
"	240	T. Fitzwilliam, for index-books	"		12 50		
"	241	H. Defreese, for nuts stolen	"		1 25		
"	242	Head & McLain, 2 doz. cans oysters	"		5 15		
"	243	Will. Miller, 3 bottles wine stolen	"		2 00		
"	244	Maxey & Blocker, 5 lbs. candy stolen	"		1 00		
"	245	H. Meyer, 82 lbs. bacon stolen	"		9 84		
"	246	Mitchell & Davis, meal damaged	"		1 00		
"	247	M. B. Kidd, 20 lbs. coffee stolen	"		4 45		
"	248	G. K. Miller, oranges stolen	"		3 25		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1872.		Pay-rolls for October, 1872, viz:	2 182		624 37	
Oct. 31	156	Pd. machinist & employees in shop	"		470 50	
"	157	engineers & firemen	"		429 50	
"	158	carpenters' shop	"		652 87	
"	159	conductors & train-hands				
				529,289 75	5,958 91	1,272,290 68
		Amount carried forward		529,289 75	5,958 91	1,272,290 68
[485]						
1872.		Amount brought forward	2 182		692 35	
Oct. 31	160	agent & employees at stations	"		837 50	
"	161	agent & employees at Delta	"		766 96	
"	162	bridge gang	"		392 63	
"	163	gang No. 1, repairs of road	"		457 15	
"	164	" " 2, " " "	"		358 91	
"	165	" " 3, " " "	"		283 24	
"	166	" " 4, " " "	"		361 98	
"	167	" " 5, " " "	"		303 73	
"	168	" " 6, " " "	"		353 77	
"	169	" " 7, " " "	"		273 67	
"	170	" " 8, " " "	"		451 67	
"	171	" " 9, " " "	"	2,147 02	339 12	11,851 59
"	172	Waverly gang " " "	2 181		216 35	
Nov. 1	174	J. S. Richardson, sund. disbsmts	"		6 00	
"	175	Shreveport Gazette, 6 mos. subscription	"		25 00	
"	176	H. J. Haight, messenger to Shreveport	"		344 75	
"	177	M. W. & F. Co., tonnage for October	"		324 29	
"	178	Bry & Muir, for lumber	"		93 00	
"	179	Joe Roberts, for wood in Aug'st	"		252 04	
"	180	J. W. Locke, extra labor in Oct	"		42 00	
"	181	Joe Roberts, wood in June	"	262 87	9 50	
"	182	T. J. Crow, for 1 bbl. flour lost	2 178	1 20	6 05	
"	186	A. J. Keller, for stolen goods	2 174		2 35	
4	187	Prm. on Shreveport check, $943.75, @ ¼ %	"	2 98	3 00	
8	188	R. H. Kelly, for stolen ale	2 171	99 00	9 75	
"	189	Maxwell & Goodman, for lost bagging	2 169	8 80	500 26	
11	190	H. B. Bruser, for sundries	2 168		44 45	
13	192	H. Kinderman, for sundries	"	54 11	251 62	
14	194	W. C. James & Bro., boring for Ona. piers	2 164		22 75	
"	195	do. for laborers	"		6 00	
18	196	Monroe P. O., for postage-stamps	"	9 80	40 00	
"	197	Titus Hill, mule killed by train	2 162		3 94	
"	198	B. M. Johnson, for ex. on N. O.			5 00	
20	199	J. D. Stiles, table for Delta depot				

"	200	J. O. Bradfield, for coal	"	27 64	136 00		
23	204	P. Burns, bricks for section houses	2 159		64 00		
"	205	J. H. Milling, grate and fire-bricks	"		8 00		
"	206	Head & McLain, for pork and oats lost	"		19 50		
"	207	M. W. & F. Co., tonnage &c for Novbr	"		349 50		
"	208	J. W. Locke, chgs on sundries	"		40 35		
"	209	do. extra labor in Novbr	"	150 39	288 55		
		Amount carried forward		532, 053 56	3, 114 00	1, 284, 142 27	
[486] 1872.		Amount brought forward		532, 053 56	3, 114 00	1, 284, 142 27	
Novbr. 30	210	A. Ranxet, cocoa-nuts lost	2 152		7 50		
"	211	Bry & Muir, for lumber	"		797 15		
"	212	J. S. Ellis, for wood	"		47 25		
"	213	G. S. Wood, for wood & sunds	"		23 32		
"	214	A. Soderstrom, for ties & timber	"		735 80		
"	215	C. McDonough, for wood	"		154 41		
"	216	J. W. Clarke, " "	"		21 00		
"	217	Tom Thompson, " "	"		7 25		
"	218	Peter Peterson, " "	"		714 00		
"	219	R. E. Amis, " tie-timber	"		131 45		
"	220	Robt. Richardson, " "	"		88 65		
"	221	J. H. Milling, salary for Novbr	"		175 00		
"	222	do. services previously	"		100 00		
"	223	Joe Roberts, for wood	"		37 50		
"	224	W. B. Russell, tonnage Oct. & Nov	"		97 00		
"	225	Jube Smith, for wood	"		146 62		
"	226	do. "	"		86 62		
"	227	J. M. Adams, for lumber, &c	"		330 32		
"	228	J. H. Walker, " wood	"		15 75		
"	229	H. O. Kelly, " cranberries & soap	"		6 14		
"	230	F. P. Corby & Co., sund. supplies	"		112 25		
"	231	A. & W. Pt. R. R. Co., avtzg. Oct	"		3 57		
"	232	Mrs. V. S. Green, rent to Dec. 31, '72	"		100 00		
"	233	Thos. Naughton, roofing bag. car	"		68 00		
"	234	W. R. Wadworth, for sunds	"		8 00		
"	235	Vicksburg Herald, printing, &c	"		72 50		
"	236	F. P. Corby & Co., sund. supplies	"		250 54		
"	237	F. H. Fowler, for sundries	"		4 50		
"	238	Oua. Telegraph subscripn. to 22, vol. 8	"		3 00		
"	239	McFee & Bethune, sundries	"		23 10		
"	240	T. Fitzwilliam, for index-books	"		12 50		
"	241	H. Defreese, for nuts stolen	"		1 25		
"	242	Head & McLain, 2 doz. cans oysters	"		5 15		
"	243	Will. Miller, 3 bottles wine stolen	"		2 00		
"	244	Maxey & Blocker, 5 lbs. candy stolen	"		1 00		
"	245	H. Meyer, 82 lbs. bacon stolen	"		9 84		
"	246	Mitchell & Davis, meal damaged	"		1 00		
"	247	M. B. Kidd, 20 lbs. coffee stolen	"		4 45		
"	248	G. K. Miller, oranges stolen	"		3 25		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1872.						
Nov. 30	249	Pd. Flournoy & Millsaps, sausage and shot	2 152		5 75	
"	250	Will. Miller, 13 lbs. coffee stolen	"		3 02	
		Amount carried forward		532,053 56	7,531 30	1,284,142 27
[187]						
1872.						
Nov. 30		Amount brought forward		532,053 56	7,531 30	1,284,142 27
"	251	Pd. V. Vogh, mail service & drayage Oct. & Nov			32 50	
"	252	fees Western & Southern R. R. association	2 152		7 50	
"	253	J. W. Simms, loading freight	"		5 75	
"	255	G. K. Miller, for oranges lost	"		2 30	
"	254	J. G. Wheaton, basket lost	"		60	
"	256	R. J. Soulé, 7 sheets tin	"		1 40	
"	257	Flournoy & Millsaps, onions stolen	"		2 75	
"	258	Bond & Guthrie, 7½ lbs. nails	"		60	
"	259	H. Myer, 22 lbs. nails	"		1 76	
"	260	G. T. Hardy, agt., coms	"		65 37	
"	275	co. pro. salary of agt. at Shreveport	"		37 50	
"		Pay-rolls for Novbr., 1872, viz:				
"	278	machinist & employees in shop	"		599 58	
"	279	engineman & fireman	"		652 25	
"	280	carpenters' shop	"		594 25	
"	281	conductors & train-hands	"		601 50	
"	282	agent & employees at Delta	"		923 53	
"	283	agents & employees at stations	"		752 10	
"	284	bridge gang	"		801 72	
"	285	gang No 1, repairs of road	"		374 24	
"	286	" " 2, " " "	"		528 30	
"	287	" " 3, " " "	"		479 63	
"	288	" " 4, " " "	"		410 11	
"	289	" " 5, " " "	"		402 25	
"	290	" " 6, " " "	"		371 65	
"	291	" " 7, " " "	"		404 85	
"	292	" " 8, " " "	"		386 44	
"	293	" " 9, " " "	"		387 33	
"	294	Waverly gang, " " "	"	2,632 52	340 50	
Dec. 1	296	H. O. Kelly, loss on bbl. pecans	2 151		8 30	16,699 36
"	297	Saml. Kuhn, for stolen freight	"		14 95	
"	298	E. S. Austin, " " "	"		1 36	
"	299	D. Stein & Co., clothing stolen from car	"		75 00	
"	300	Vksbg. Herald, printing & advtzg	"		49 00	
" 13	303	Bry & Muir, building at Tallulah complete	2 140	28 77	1,639 24	
"	304	D. C. Gibson, for painting, &c	"		265 50	

"	305	messenger to carry paper to N. O. in suit		"		32 00		
"	306	Carl Blum, loss on sugar		"		4 34		
"	307	A. & W. Pt. R. R. our pro. advtzg. in Novr		"		6 95		
"	308	L. W. Surghnor, service at Delta		"	402 86	160 00		
18	309	F. P. Corby, for sundries	2	134	33 57	176 90		
		Amount carried forward			535, 151 28	2, 433 54	1, 300, 841 63	
[488]		Amount brought forward			535, 151 28	2, 433 54	1, 300, 841 63	
1872.								
Dec. 24	310	Pd. F. P. Corby & Co., sundries	2	128	58 77	311 93		
31	314	R. E. Amis, for tie timber	2	121		62 55		
"	315	B. R. McLemore, 1 bbl. flour	"			9 50		
"	316	Irwin & Simms, 10 scks. salt	"			18 55		
"	317	Alex. Wilson, for wood	"			67 87		
"	318	J. M. Adams, " lumber	"			145 93		
"	319	J. Videlon, for wood	"			48 37		
"	320	Jno. Soderstrom, for ties & bridge timber	"			796 75		
"	321	W. F. Wells, timber for ties, &c	"			55 80		
"	322	Robt. Richardson " " "	"			26 00		
"	323	A. & W. Pt. R. R., pro. advtzg. in Decr	"			7 45		
"	324	bills ex. labor loading cotton at Monroe	"			664 50		
"	325	J. W. Locke, chgs. on sund. supplies	"			99 16		
"	326	H. O. Kelly, for corn lost	"			1 52		
"	327	A. J. Cornish, for wine stolen from car	"			14 65		
"	328	M. Whf., Bt. & Trsfr. Co., tonnage in Decr	"			382 75		
"	329	H. B. Bruser, for sund. supplies	"			387 08		
"	330	Joe Roberts, for wood	"			81 00		
"	331	J. S. Ellis, for wood	"			92 62		
"	332	Peter Peterson, for ties & bridge timber	"			640 00		
"	333	Tom Thompson, for wood	"			22 50		
"	334	G. C. Waddill, " "	"			75 55		
"	335	J. W. Clarke, " "	"			70 31		
"	336	J. M. Sanders, " "	"			36 00		
"	337	G. S. Boyd, handling frt. at Girard	"			29 25		
"	338	Hirsch & Picard, damages on cotton	"			13 37		
"	339	J. W. Simms, agt., for sunds	"			41 25		
"	340	G. T. Hardy, agt., coms. on tickets	"			42 62		
"	341	J. H. Milling, salary for Decbr	"			175 00		
"	342	J. F. McGuire, " Sept., Oct., Nov., & Decbr	"			833 34		
"	343	S. Gross, 1 bbl flour lost	"			9 65		
"	344	J. H. Rimbold, salary & sunds	"			361 80		
"	345	H. Kinderman, " for sunds	"			116 15		
"	346	R. Woods, for placing stove at Tallulah	"			2 00		
"	347	Gerspach & Herring, for lumber, &c	"			379 24		
"	348	Roberts & Co., for car lumber	"			71 07		
"	349	Woodward, Tiernan, & Hale, blnk. & books	"			148 25		
"	350	Joseph Grayson, for wood	"			81 75		
"	351	R. C. Strother, for wood	"			58 00		
"	352	D. Kaliski, " 1 b. c. lost	"			80 10		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1872.						
Dec. 31	353	Pd. Tim Hanley, building chimney, &c	2 121		11 50	
		Amount carried forward		535,210 05	9,005 62	1,300,841 63
[489]						
1872.		Amount brought forward		535,210 05	9,005 62	1,300,841 63
Dec. 31	354	Pd. V. Vogh, mail service in Dec., & moving safe	2 121		26 00	
"	355	Whited & Hall, for wood			184 87	
"	356	E. G. Fay, damage on bed-stead			6 65	
"	357	Standifer & McGuire, sardines lost			3 75	
"	358	Jube Smith, for wood			122 81	
"		Pay-rolls for Decbr., 1872, viz:				
"	366	machinist & employees in shop			739 12	
"	367	enginemen & firemen			548 25	
"	368	carpenters' shop			613 87	
"	369	conductors & train-hands			579 88	
"	370	agents & employees at stations			734 85	
"	371	agts. & employees at Delta			1,291 62	
"	372	bridge gang			653 37	
"	373	gang No. 1, repairs of road			420 35	
"	374	" " 2, " " "			522 81	
"	375	" " 3, " " "			457 34	
"	376	" " 4, " " "			375 98	
"	377	" " 5, " " "			354 09	
"	378	" " 6, " " "			330 63	
"	379	" " 7, " " "			403 06	
"	380	" " 8, " " "			388 75	
"	381	" " 9, " " "			364 42	
"	382	Waverly gang, repairs of road			358 61	
"	391	J. M. Adams, for lumber, &c			474 21	
"	392	N. L. Hardy & Co., tonnage ⅔c	"	3,930 08	4,813 53	
1873.						23,774 44
Jany. 1	393	So. Ex. Co., sundry bills	2 120	1 64	8 75	
31	397	H. Amis, cypress timber	2 90		100 85	
"	398	R. E. Amis, " "	"		14 90	
"	399	Peterson & Root, ties, bridge t, & wood	"		1,065 80	
"	400	J. H. Rimbold, salary for January	"		180 00	
"	401	Austin Graves, for wood	"		24 56	
"	402	G. S. Boyd, for tie-timber, &c	"		43 00	
"	403	J. M. Adams, for lumber, &c	"		234 96	
"	404	W. F. Wills, for cross-tie timber	"		8 80	
"	405	Sundries, & Calloway for wood	"		72 00	
"	406	Jno. Soderstrom, for ties & bridge timber	"		295 25	
"	407	S. D. Bruun, for ties & wood	"		27 55	

"	408	J. W. Clarke, for wood	"			10 12	
"	409	Alex. Wilson, " "	"			73 50	
"	410	H. Gerson, damage on cotton	"			62 84	
"	411	Gerspach & Herring, bridge timber	"			350 09	
		Amount carried forward			539, 141 77	2, 602 97	1, 324, 616 07
[490] 1873.		Amount brought forward			539, 141 77	2, 602 97	1, 324, 616 07
Jany. 31	412	Pd. Geo. T. Hardy, coms. on tickets sold	2	90		15 50	
"	412	do. co.'s pro. office rent	"			30 00	
"	413	J. W. Locke, agt., chgs. on sund. sup	"			46 71	
"	414	do. extra labor bills	"			203 45	
"	415	F. Endom, for smith work done	"			160 00	
"	416	J. W. Green, travelling expenses	"			6 30	
"	417	Natl. R. R. Guide, subn. to Feby., '74	"			6 00	
"	418	Jos. Grayson, for wood	"			57 38	
"	419	Thos. Naughton, for sund. tin work	"			10 25	
"	420	F. P. Corby & Co., for sund. supplies	"			272 20	
"	421	S. Gross, for cask bacon lost by Lee	"			79 00	
"	422	V. Vogh, mail-service and drayage	"			13 00	
"	423	T. T. Bell, for wood	"			344 90	
"	424	H. Kinderman, sund. supplies	"			22 70	
"	425	Monroe P. O., box rent and postage	"			13 40	
"	426	H. C. Clarke, stationery, &c	"			116 65	
"	427	Lamkin & Eggleston, bbl. pork lost	"			18 50	
"	428	M. Feibelman, spades, &c	"			55 00	
"	429	So. Ex. chgs. on purchase from St. Louis	"			1 50	
"	430	J. H. Milling, salary for Jany	"			175 00	
"	431	Jno. Janney, coms. to Sept. 1, '72	"			72 15	
"	432	G. C. Waddill, for wood	"			148 16	
"	433	J. O. Bradfield, coal for stations	"			35 00	
"	434	do. 100 boxes coal	"			100 00	
"	435	J. W. Simms, loading cotton frt	"			28 25	
"	436	J. S. Richardson, sundry expd'tures	"			1, 065 05	
"	437	Whf. Bt. & T. Co., for sund. short frt	"			27 45	
"	445	Spencer & Craig, for sundries	"			21 90	
		Pay-rolls for January, 1873, viz:					
"	446	machinists and employees in shop	"			727 58	
"	447	carpenters' shop	"			556 12	
"	448	engineemen & firemen	"			581 50	
"	449	conductors & train hands	"			577 25	
"	450	agt. & employees at Delta	"			951 05	
"	451	agt. & employees at stations	"			634 21	
"	452	bridge gang	"			954 60	
"	453	gang No. 1, repairs of road	"			287 46	
"	454	" " 2, " " "	"			574 41	
"	455	" " 3, " " "	"			509 74	
"	456	" " 4, " " "	"			447 70	
"	457	" " 5, " " "	"			410 12	
		Amount carried forward			539, 141 77	12, 960 11	1, 324, 616 07

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
[491] 1873.		Amount brought forward		539,141 77	12,960 11	1,324,616 07
Jany. 31	458	Pd. gang No. 6, repairs of road	2 90		396 50	
"	459	" " 7, " " "			404 11	
"	460	" " 8, " " "			424 51	
"	461	" " 9, " " "			397 79	
"	462	Waverly gang, " " "		2,095 08	398 36	
Feby. 1	464	J. W. Locke, tin work & roofing cars				14,981 38
"	465	M. Feibelman, oil, nails, &c.	2 89		102 65	
16	467	J. O. Bradfield, for coal	"		3 90	
"	468	H. C. Clarke, for stationery	2 74		93 30	
"	469	A. & W. Pt. R. R. Co.'s pro. advtzg. in Jany	"		13 60	
"	469	do. Feby	"		1 30	
"	470	H. B. Bruser, for supplies in Jany	"		40	
2-	470	" " " " Feby	"	33 62	81 94	
"	471	Milchner & Ringer, for goods stolen	2 62		84 63	
"	472	Murphy & Miles, " hams stolen	"		33 24	
"	473	C. H. Brashear, horse killed by train	"		12 77	
"	474	Gross Bros., B. C. lost, Dec. 24, 72	"		75 00	
"	475	Jube Smith for 2-ft. wood	"		77 84	
"	476	J. W. Locke, agt., chgs. on sund. sup.	"		50 62	
"	477	do. extra labor in Feby	"		24 34	
"	478	J. W. Simms, agt., hdlg. frt. & ldg. cotton	"		64 00	
"	479	Gerspach & Hening, for lumber	"		17 75	
"	480	J. H. Milling, salary for Feby	"		807 66	
"	481	Joe Roberts, for wood	"		175 00	
"	482	Mrs. H. Amis, for tie-timber	"		57 00	
"	483	T. T. Bell, for wood	"		59 90	
"	484	B. Myrick, for cypress timber	"		370 03	
"	485	S. Soderstrom, for cross-ties and wood	"		10 85	
"	486	Soderstrom & Hein, for cross-ties	"		120 15	
"	487	Sanders & Calloway, for wood	"		99 10	
"	488	Tom Tompson, for cutting wood	"		48 00	
"	489	Alex. Wilson, for wood	"		10 60	
"	490	J. O. Bradfield, coal for Delta	"		195 56	
"	491	G. C. Waddill, for wood	"		20 00	
"	492	Peterson & Root, cross-ties & wood	"		147 75	
"	493	G. S. Boyd, for ties, & hdlg. frt	"		603 13	
"	494	L. M. Downing, for labor on house at Delta	"		29 05	
"	494	do. " " " " "	"		34 20	
"	495	H. T. Earle, for ps. bagging lost	"		45 00	
"	496	Vogh & Locke, mail service & drayage	"		9 40	
"	497	Murphy & Miles, loss on 9 scks. corn	"		12 00	
			"		2 70	
		Amount carried forward		541,889 63	3,594 36	1,339,597 45

[492] 1873.			Amount brought forward				541,889 63	3,594 36	1,339,597 45
Feby.	28	498	Pd. W. Whf. Bt. & T. Co., tonnage in Feby		2 62			213 51	
	"	499	D. Stein & Co., 2 pr. boots stolen		"			9 50	
	"	500	F. W. Michaux, cotton & bran, short		"			73 32	
	"	501	L. C. Massingill, 10 bdls. ties lost		"			34 70	
	"	502	W. R. Wadworth, ex. labor, Jany. & Feby		"			60 95	
	"	503	N. L. Hardy & Co., tonnage, Jany. & Feby		"			1,384 86	
	"	504	Austin Graves, for wood		"			36 00	
	"	505	J. H. Rimbold, salary for Feby		"			180 00	
	"	506	Elijah Scott, for box soap		"			7 00	
	"	507	J. A. Stone & Co., sck. oats lost		"			2 00	
	"	508	F. P. Corby & Co., sundries		"			97 66	
			Pay-rolls for Febry., 1873, viz:						
	"	525	machinist & employés in shop		"			726 80	
	"	526	carpenter's shop		"			469 00	
	"	527	enginemen & firemen		"			564 00	
	"	528	conductors & train-hands		"			543 00	
	"	529	agt. & employés at Delta		"			675 35	
	"	530	" " " at stations		"			468 15	
	"	531	" employés at Delta		"			244 00	
	"	532	bridge-gang		"			865 54	
	"	533	gang No. 1, repairs of road		"			403 11	
	"	534	" " 2, " " "		"			480 93	
	"	535	" " 3, " " "		"			464 77	
	"	536	" " 4, " " "		"			442 87	
	"	537	" " 5, " " "		"			414 43	
	"	538	" " 6, " " "		"			397 82	
	"	539	" " 7, " " "		"			393 95	
	"	540	" " 8, " " "		"			407 46	
	"	541	" " 9, " " "		"			359 34	
	"	542	Waverly, " " "		"			417 80	
	"	543	Dallas, " " "		"			53 59	
	"	544	Jos. T. McGuire, salary, Jany. & Feby		"			416 67	
	"	447	G. T. Hardy, agt., coms. & office-rent		"			17 87	
1873.									
Feby.	28	J., f. 92	co's. pro., salary to agt. at Shreveport, Dec., Jany. & Feby		"			112 50	14,920 31
	"	J., f. 93	J. W. Greene, supt., salary, 6 mos. ending Feby. 28, '73		"		2,688 16	1,800 00	112 50
Mch.	12	550	H. Kinderman, for sundries	2	50		8 82	51 60	1,800 00
	13	551	Mr. Katie, " index-books	2	49		77	1 50	
	18	552	B. L. Marshall, loss on bacon	2	44			41 80	
	"	553	So. Express Co., frt. on pckge		"		7 26	1 00	
	28	555	F. Eudom, for making 16 hangers	2	34			40 00	
	"	556	Standifer & McGlard, lost by Joe Kinney		"			4 86	
			Amount carried forward				544,588 64	140 76	1,356,430 26
[493]									
1873.			Amount brought forward				544,588 64	140 76	1,356,430 26
Mch.	28	557	Pd. Murphy & Miles, for stolen bacon	2	34		19 10	15 60	
	31	558	M. B. Kidd, on corn	2	31			2 33	
	"	559	Vksbg. Herald, printing & adtzg		"			96 09	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1873.						
Mch. 31	560	Pd. W. B. Russell, coms., Feby., & printing			106 10	
"	561	Gerspach & Herring, for lumber	2 31		118 32	
"	562	T. T. Bell, for wood	"		460 12	
"	563	V. Vogh, mail service & drayage	"		12 00	
"	564	G. C. Waddill, four cisterns for section houses	"		320 00	
"	565	J. L. Byrne, for corn lost in transit	"		1 10	
"	566	D. S. McKelvy, deed, Bishop to R. R. Co	"		3 00	
"	567	M. Stafford, lost frt. & damages	"		12 03	
"	568	Mrs. V. S. Green, rent of office to 31 Mch., 73	"		105 00	
"	569	A. Overton, sausage stolen	"		5 00	
"	570	J. W. Locke, ex. labor at depot	"		26 75	
"	571	do. chgs. on sundries	"		7 90	
"	572	A. J. Pennibaker, 1 bbl. whisky	"		48 55	
"	573	J. M. Adams, lumber in Feby	"		189 72	
"	574	do. " Mch	"		748 16	
"	575	G. T. Hardy, coms. & office-rent	"		16 00	
"	584	W. R. Gordon, for wood	"		187 30	
"	585	Standifer & McG., goods stolen	"		142 41	
"	586	M. J. Lewis, 1 box oysters lost	"		4 70	
"	587	H. M. Bry, 4,000 shingles	"		20 00	
"	588	G. C. Waddill, for wood	"		188 68	
"	589	Alex. Willson, " "	"		91 50	
"	590	Wesley Wynn, " "	"		78 00	
"	591	Peterson & Root, for cross ties	"		939 00	
"	592	Monroe Johnson, for wood	"		51 37	
"	593	H. B. Bruser, for sundries	"		18 75	
"	594	W. F. Wills, " tie-timber	"		24 55	
"	595	B. Myrick, " do.	"		18 05	
"	596	J. S. Ellis, " wood	"		139 50	
"	597	G. S. Boyd, handling frt	"		10 75	
"	598	Soderstrom & Storn, for cross-ties	"		162 30	
"	599	S. Videlou, for wood	"		129 37	
"	600	Joe Roberts, " "	"		63 00	
"	601	J. H. Rimbold, salary for Mch	"		180 00	
"	602	J. H. Milling " "	"		175 00	
"	603	J. M. Jones, for 7/8 bbls. flour	"		7 80	
"	604	Rice & Bro., for window-shades	"		32 00	
"	605	M. Whf. Bt. & Tr. Co., tonnage for Mch	"		134 44	
[194]		Amount carried forward		544,598 74	5,227 91	1,356,430 26
1873.						
Mch. 31	606	Amount brought forward		544,598 74	5,227 91	1,356,430 26
"	607	Pd. D. C. Gibson, for painting			313 00	
		N. L. Hardy & Co., tonnage for Mch	2 31		917 39	

	"	608	Mrs. H. Amis, for tie timber		"			96 35	
	"	609	J. W. Boykin, loss on cotton		"			19 37	
			Pay-rolls for Mch., 1873, viz:						
	"	610	machinist & employees in shop		"			577 75	
	"	611	enginemen & firemen		"			627 00	
	"	612	carpenters' shop		"			506 50	
	"	613	conductors & train-hands		"			540 93	
	"	614	station agts. & employees		"			675 35	
	"	615	laborers at Delta		"			237 00	
	"	616	agt., clerks, & watchman at Delta		"			507 00	
	"	617	bridge gang		"			973 12	
	"	618	gang No. 1, repairs of road		"			453 39	
	"	619	" " 2, " " "		"			576 37	
	"	620	" " 3, " " "		"			526 46	
	"	621	" " 4, " " "		"			560 01	
	"	622	" " 5, " " "		"			484 48	
	"	623	" " 6, " " "		"			337 46	
	"	624	" " 7, " " "		"			427 62	
	"	625	" " 8, " " "		"			442 03	
	"	626	" " 9, " " "		"			363 61	
	"	627	Waverly gang, " " "		"			426 56	
	"	628	Dallas gang, " " "		"		2,681 59	407 84	
									16,224 50
Apl.	1	631	C. H. Moore, mail service at Delhi	2	30		2 00	12 00	
	2	632	C. Blum, for Y. powders stolen	2	29		1 17	7 05	
	3	633	W. B. Russell, com'l blks. & envelopes	2	28		15 62	94 00	
	10	636	ex. clgs. on tickets from Cin	2	21		16	1 00	
	11	637	J. G. Sanders, for bbl. potatoes	2	20		41	2 60	
	14	641	Irwin & Simms, for ale stolen	2	17		41	2 62	
	15	642	Monree P. O., for envellopes & stamps	2	16		3 85	23 50	
	17	646	Bond & Guthrie, for corn lost	2	14		06	40	
	18	647	J. Hoffman, " " "	2	13			3 05	
	"	648	S. W. Sanders, for crackers lost			"		5 76	
	"	649	Combn. Car Spring Co., for car-springs			"	23 62	136 29	
	19	650	M. B. Kidd, for cotton damaged	2	12		20 82	128 00	
	20	651	H. Kinderman, for sundries	2	11		7 92	48 80	
	21	653	Neger Scott, " bagging and ties refused	2	10		3 02	18 63	
	23	655	J. M. Hoffman, for bagging lost	2	8		2 71	16 80	
	25	657	H. B. Bruser, for sundries	2	6			2 00	
	"	658	H. C. Clark, for stationery			"		62 58	
			Amount carried forward				547,362 10	565 08	1,372,654 76
[495]									
1873.			Amount brought forward				547,362 10	565 08	1,372,654 76
Apl.	25	659	Pd. J. O. Bradfield, for car of coal	2	6		26 55	100 00	
	26	663	Standifer & M. G., corn & oats lost	2	5		12	80	
	30	666	T. T. Bell, for cross-ties	2	1			293 50	
	"	667	Peterson & Root, for cross-ties			"		1,211 12	
	"	668	D. D. Vanzandt, " "			"		244 23	
	"	669	G. S. Boyd, " "			"		27 45	
	"	670	Stone, " "			"		185 40	
	"	671	J. W. Sanders, tie timber & wood			"		100 80	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1873.						
Apl. 31	672	Pd. W. F. Wells, tie timber & wood				
"	673	R. Richardson, " " "	2 1			
"	674	Ben Myrick, " " "	"		3 25	
"	675	J. M. Adams, for lumber	"		7 50	
"	676	Gerspach & Herring, for lumber	"		5 30	
"	677	Alexr. Willson, for wood	"		758 47	
"	678	Tom Thompson, " "	"		284 95	
"	679	Mills, " "	"		169 88	
"	680	Monroe Johnson, " "	"		54 00	
"	681	Wesley Wynn	"		41 25	
"	682	J. H. Rimbold, salary for Apl	"		140 25	
"	683	J. H. Milling, " " "	"		66 62	
"	684	Mrs. H. Amis, for tie timber	"		180 00	
"	685	H. Kinderman, for sundries	"		175 00	
"	686	J. W. Locke, sundry charges	"		122 45	
"	687	do., extra-labor bills	"		37 60	
"	688	H. O. Kelly, for 3 hams lost	"		22 51	
"	689	C. H. Tull, " sund. bills	"		43 50	
"	691	L. M. Downing, agt., sunds	"		7 65	
"	692	V. Vogh, for mail-service Apl	"		12 82	
"	693	C. H. Morrison, ties lost	"		55 25	
"	694	W. C. Andrews, pork, bag. & ties lost	"		10 00	
"	695	M. W. Bt. & T. Co., tonnage for Apl	"		54 76	
"	696	agt. at Vksbg., office-rent & coms	"		37 51	
"	697	H. B. Bruser, for sundries	"		354 55	
"	698	N. L. Hardy & Co., tonnage for Apl	"		11 00	
"	701	Vksbg. Bk., for collecting chks. on Atlanta	"		40 25	
"	702	F. P. Corby & Co., sund. invoices	"		909 46	
		April pay-rolls, 73, viz:	"		4 85	
"	703	machinist & employees	"		969 55	
"	704	carpenters' shop	"			
"	705	enginemen & firemen	"		730 18	
"	706	conductors & train-hands	"		363 62	
			"		593 50	
		Amount carried forward			473 00	
[496]						
1873.						
		Amount brought forward		547,388 77	9,468 86	1,372,654 76
Apl. 30	707	Pd. station agts. & hands		547,388 77	9,468 86	1,372,654 76
	708	agt. & employees at Delta	2 1		641 35	
	709	laborers at Delta	"		455 00	
	710	bridge gang	"		216 00	
	711	gang No. 1, repairs of road	"		1,170 24	
	712	" " 2, " " "	"		417 94	
	713	" " 3, " " "	"		532 60	
			"		470 45	

		714	" " 4, " " "					535 18	
		715	" " 5, " " "					499 77	
		716	" " 6, " " "					273 98	
		717	" " 7, " " "					385 14	
		718	" " 8, " " "					422 35	
		719	" " 9, " " "					380 33	
		720	Waverly gang, " " "					436 84	
		721	Dallas gang, " " "					405 27	
							2,570 82		16,711 30
May	1	723	L. Simms, for frt. damaged	1				2 75	
	"	724	W. B. Russell, coms., mo. of May				6 40	77 30	
	3	725	Bodenheim & Co., for blankets	1	363		32	2 00	
	4	726	J. Gillott & Sons, Jno. pens & chgs	1	362		1 84	11 62	
	"	727	express chgs. on freight	"			40	2 50	
	6	729	L. Rosenfield, for B. C., D. W. R., 450lbs, @ 18	1	360		12 96	81 00	
	8	732	J. W. Locke, for corn lost	1	358		33	2 23	
	13	736	H. Kinderman, for sunds	1	353			3 55	
	"	737	R. H. Spiro, for corn lost	"			79	1 50	
	19	739	J. W. Locke, for hams lost	1	347		81	5 27	
	22	742	P. M. Griffin, B. C., (M) lost	1	344			81 00	
	"	743	Bond & Guthrie, for bacon lost	"			27 98	97 80	
	26	744	P. M. Ryan, B. C., R W R lost at Delta				11 98	77 00	
	27	745	Clarke & Tompkins, for stationery	1	340			22 70	
	"	746	J. O. Bradfield, for ice	1	339		4 30	30 60	
	28	747	D. S. McKelvy, for affidavit	"				50	
	"	748	Tyra Hill, for boots lost	1	338		3 14	20 00	
	30	751	J. W. Locke, on a/c charges	"				39 26	
	"	752	" " " extra labor	1	330		8 20	13 75	
	31	753	Geysach & Herring, lumber a/c	1	335			127 94	
	"	754	M. Whf. Bl. & Transfer Co., tonnage	"				106 25	
	"	755	T. T. Bell, for cross-ties	"				40 90	
	"	756	agt. Vksburg., for rent & coms. for May	"				15 00	
	"	757	A. A. McDonald, service, 19th to 31st May	"				50 00	
	"	758	N. L. Hardy & Co., tonnage, &c., for May	"				587 15	
	"	760	J. H. Rimbold, salary for May	"				180 00	
			Amount carried forward				550,039 04	1,679 57	1,389,366 06
[497] 1873.									
May	31	761	Amount brought forward				550,039 04	1,679 57	1,389,366 06
	"	762	Pd. J. H. Milling, salary for May	1	335			175 00	
	"	763	F. P. Corby & Co., sundry supplies	"				428 98	
	"	765	P. W. Shearer, ties & molasses lost	"				46 50	
	"	766	J. F. McGuire, travelling exps	"				387 50	
	"	768	V. Vogh, mail service & drayage	"				12 50	
	"	769	J. M. Sanders, tie-timber	"				1 30	
	"	770	J. M. Adams, lumber bill	"				1,003 44	
	"	771	W. F. Wells, a/c tie-timber	"				4 00	
	"	772	Tom Thompson, for wood	"				101 50	
			D. D. Vanzandt, cross-ties	"				479 47	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1873.						
May 31	773	Pd. G. S. Boyd, tie-timber & ex. labor	1 335		32 45	
"	774	J. Stone, cross-ties	"		248 90	
		Pay-rolls for May, 1873, viz:				
"	777	machinist & employees	"		634 12	
"	778	carpenters' shop	"		286 62	
"	779	enginemen & firemen	"		560 00	
"	780	conductors & train-hands	"		462 50	
"	781	agts. & employees at stations	"		635 35	
"	782	agt. & employees at Delta	"		425 00	
"	783	employees at Delta	"		232 00	
"	784	bridge gang	"		1,040 09	
"	785	gang No. 1, repairs of road	"		446 29	
"	786	" " 2, " " "	"		596 28	
"	787	" " 3, " " "	"		443 73	
"	788	" " 4, " " "	"		413 54	
"	789	" " 5, " " "	"		456 04	
"	790	" " 6, " " "	"		322 11	
"	791	" " 7, " " "	"		377 29	
"	792	" " 8, " " "	"		361 16	
"	793	" " 9, " " "	"		422 75	
"	794	Waverly gang, " " "	"		446 68	
"	795	Dallas " " "	"	1,993 54	317 31	
June 1	796	R. Strause, for 1 B. C. lost	1 334		78 00	13,479 97
"	797	A. J. Pennebaker, for ice meat lost	"		25 00	
"	798	W. B. Murdock, " tie-timber	"		58 90	
"	801	La. Intelligencer, printing, &c	"		141 75	
"	802	Ex. Co., frt. on tickets	"	47 82	6 50	
12	804	do. " " castings	1 323		75	
"	805	Geo. Ensminger, for ice	"	1 02	5 80	
24	807	Clark & Tompkins, for stationery	1 311		23 20	
"	808	J. O. Bradfield, for ice	"	9 73	42 30	
		Amount carried forward		552,091 15	382 20	1,402,846 03
[498]						
1873.		Amount brought forward		552,091 15	382 20	1,402,846 03
June 30	825	Pd. J. F. McGuire, salary, Mch., Apr., May, June	1 305		833 34	
"	826	Vicksbg. Herald, printing, &c	"		92 00	
	827	Wm. Mares, 1 B. C. lost	"		79 36	
	828	Thos. Hogan, agt., sunds	"		1 00	
"	829	R. H. Kelly, 1 box candy lost	"		8 25	
"	830	A. A. McDonald, services in full	"		116 66	
"	831	J. G. Sanders, sundries	"		10 45	
"	832	L. M. Downing, sundries	"		1 25	

"	833	Monroe P. O., stamps, &c.	"			11 10		
"	834	V. Vogh, postal service, &c	"			12 50		
"	835	J. W. Locke, agt., ex. labor	"			25 00		
"	836	do. chgs. on sundries	"			17 74		
"	837	McFee & Bethune "	"			26 40		
"	838	M. Whf. Bt. & Tr. Co., tonnage for June	"			110 78		
"	839	G. T. Hardy, coms. & rent of office	"			14 00		
"	840	F. P. Corby & Co., tank valve, &c.	"			162 65		
"	847	J. H. Milling, salary, June	"			175 00		
"	848	J. B. Askew, tie timber	"			20 00		
"	849	Est. E. M. Lane for do.	"			221 10		
"	850	F. B. So. Ex. Co. on tickets	"			1 00		
"	851	Mrs. V. S. Green, rent ac	"			100 00		
"	852	H. B. Bruser, for sundries	"			235 16		
"	853	N. L. Hardy & Co., tonnage in June	"			687 82		
"	854	J. W. Pope, for tie timber	"			60 48		
"	855	D. D. Vanzandt, for cross ties	"			150 67		
"	856	J. Stone, for do.	"			256 90		
"	857	B. Myrick, for tie timber	"			18 00		
"	858	J. M. Sanders " do.	"			3 75		
"	859	G. S. Boyd, for sundries	"			9 10		
"	860	J. H. Rimbold, salary	"			180 00		
"	861	J. M. Adams, lumber, &c.	"			522 51		
"	864	W. B. Russell & Co., coms., &c.	"			78 00		
		Pay-roll for June, viz:						
"	865	machinist & employees	"			605 54		
"	866	enginemen & firemen	"			605 25		
"	867	carpenters' shop	"			239 50		
"	868	conductors & train hands	"			440 00		
"	869	agents & clerks at Delta	"			370 00		
"	870	employees at Delta	"			210 00		
"	871	agts. & employees at stations	"			583 35		
"	872	bridge gang	"			571 95		
		Amount carried forward			552,091 15	8,249 76		1,402,846 03
[499]								
1873.		Amount brought forward			552,091 15			1,402,846 03
June 30	873	gang No. 1, repairs of road	1	305		358 87		
"	874	" " 2, " " "	"			441 19		
"	875	" " 3, " " "	"			186 95		
"	876	" " 4, " " "	"			359 30		
"	877	" " 5, " " "	"			427 62		
"	878	" " 6, " " "	"			191 31		
"	879	" " 7, " " "	"			298 95		
"	880	" " 8, " " "	"			322 49		
"	881	" " 9, " " "	"			326 51		
"	882	Waverly gang, " " "	"		1,637 53	300 30		
								11,463 25
July 8	883	H. O. Kelly, lemon sugar stolen	1	297	10	65		
"	884	G. E. Ensminger, ice to date	1	293		32 80		
"	885	So. Express Co., on sunds. from St. L	"			4 25		
"	886	do. " " " Louisville				1 25		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1873.						
July 8	887	Pd. A. Gunnison & Co., oil & waste	1 293	22 76	118 52	
" 22	889	Monroe P. O., for envellopes	1 283	27 39	3 40	
" 31	890	H. B. Bruser, " sund. supplies	1 274		122 49	
"	891	N. L. Hardy & Co., tonnage & watchman	"		525 17	
"	892	J. H. Rimbold, salary, July, '73	"		180 00	
"	893	J. Stone, for cross-ties	"		69 00	
"	894	B. Myrick, for tie-timber	"		8 00	
"	895	J. J. Davis, for wood	"		67 50	
"	896	G. C. Waddill, " "	"		121 87	
"	897	D. D. Vanzandt, for cross-ties	"		339 50	
"	898	Tom Thompson, for wood	"		60 00	
"	899	J. Hoffman, sund. damage bills	"		83 63	
"	900	D. Stein & Co., 4 B. C., shoes, hats, &c., lost	"		592 55	
"	901	G. T. Hardy & Co., office rent & coms.	"		15 00	
"	902	M. W. Bt. & Tr. Co., tonnage for July	"		62 34	
"	903	Reau Campbell, sund. expenditures	"		32 75	
"	904	do. salary for July	"		150 00	
"	905	V. Vogh, mail service & drayage	"		12 00	
"	906	J. W. Locke, chgs. on R. R. supplies	"		12 93	
"	907	do. extra-labor ac.	"		23 85	
"	908	Irwin & Simms, damage on lard	"		3 00	
"	909	J. Bishop & Co., coffee stolen	"		4 04	
"	910	F. Naughton, sundries	"		6 00	
"	911	Monroe P. O., for stamps	"		6 00	
"	912	J. O. Bradfield, for ice	"		46 38	
"	913	Clarke & Tompkins, for stationery	"		27 20	
"	914	agt. at Delta chgs. on pipe for G. Lake	"		50	
		Amount carried forward		553, 778 93	2, 732 57	1, 414, 309 28
[500]						
1873.		Amount brought forward		553, 778 93	2, 732 57	1, 414, 309 28
July 31	915	Pd. B. M. Johnson, ex. on N. O.	1 274		3 95	
"	916	G. C. Ensminger, for ice	"		15 00	
"	917	agt. at Delhi, chgs. on sunds	"		40	
"	918	J. H. Milling, salary, for July	"		175 00	
"	919	J. M. Adams, lumber &c.	"		468 00	
"	934	E. S. Austin, 1 box candy	"		8 10	
		Pay-roll for July, 1873, viz:				
"	935	machinist & employees in shop	"		581 00	
"	936	enginemen & firemen	"		642 75	
"	937	carpenters' shop	"		204 25	
"	938	conductors & train hands	"		447 00	
"	939	agts. & employees at stations	"		604 35	

"	940	agts. & clerks at Delta	"			370 00		
"	941	employees at Delta	"			213 00		
"	942	bridge gang	"			804 03		
"	943	gang No. 1, repairs of road	"			385 06		
"	944	" " 2, " " "	"			423 87		
"	945	" " 3, " " "	"			312 46		
"	946	" " 4, " " "	"			429 26		
"	947	" " 5, " " "	"			402 24		
"	948	" " 6, " " "	"			339 63		
"	949	" " 7, " " "	"			273 47		
"	950	" " 8, " " "	"			317 63		
"	951	" " 9, " " "	"			319 12		
"	952	Waverly gang, " " "	"			389 15		
"	953	J. W. Green's exps. to N. O	"			23 25		
1873.								10,884 54
July 31	J. c. 145	co.'s pro. salary agt. Shreveport, months Mch, Apl, May, & June, '73, 4 mos, @ 37.50	"			150 00		
"	"	pd. B. M. Johnson, ex. on N. O	"		1,532 47	3 58		
								153 58
Aug. 1	955	J. Stanbrough, for cushions lost	1	273		5 50		
"	956	lithographing co., for annual passes	"			55 75		
"	957	agt. at Tallulah, frt. on oil	"					
7	958	A. Overton, box tea crushed	"		8 99	2 70		
16	961	G. C. Ensminger, ice for train	1	267	86	6 25		
30	965	Thos. Hogan, agt., sund. expdrs.	1	258	3 14	22 80		
"	966	R. Campbell, for July	1	244		4 05		
"	"	do. sundry expenditures	"			150 00		
"	967	F. P. Corby & Co., for iron	"			70 15		
"	"	do. "	"			28 68		
"	968	J. O. Bradfield, for sundries	"			93 30		
"	969	H. B. Bruser, " "	"			72 45		
			"			40 70		
		Amount carried forward			555,324 39	552 33		1,425,347 40
[501]								
1873.								
Aug. 30		Amount brought forward			555,324 39	552 33		1,425,347 40
"	970	Pd. T. Shriver & Co., letter press & book	1	244		84 50		
"	971	Secomb Manufactg. Co., stamps, ribbon, &c	"			29 00		
"	972	W. B. Russell & Co., com's, blanks, &c	"			190 70		
"	973	Woodward, Tiernan & Co., blk. books	"			175 08		
"	974	J. W. Locke, agt., sund. charges	"			319 00		
"	975	do. for extra labor	"			24 00		
"	976	Uriah Millsap, for bacon stolen	"			13 50		
"	977	M. B. Kidd, " " "	"			3 80		
31	978	G. C. Ensminger, for ice	"		131 94	25 02		
"	979	J. C. Malcomb, lumber, &c	1	243		334 67		
"	979	do. water, &c	"			33 00		
"	980	J. S. Richardson, for sunds	"			315 37		
"	981	Tom Thompson, for wood	"			20 25		
"	982	Peterson & Root, for cross-ties	"			14 00		
"	983	D. D. Vanzandt, " do.	"			525 70		
"	984	W. J. Davis, " wood	"			63 00		
"	985	W. B. Tarbutton, salary, July & Aug	"			160 00		
"	986	J. H. Rimbold, salary, for Aug	"			180 00		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V. S., & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1873.						
Aug. 31	987	Pd. J. M. Sanders, for wood	1 213		90 00	
"	988	R. Kelly, for do.	"		96 00	
"	989	J. Stone, " cross-ties	"		275 60	
"	990	B. Myrick, for tie-timber	"		27 95	
"	991	G. S. Boyd, for extra labor	"		3 50	
"	992	J. S. Ellis, " wood	"		71 50	
"	993	La. Intelligencer, for printing	"		45 00	
"	994	G. T. Hardy, office rent, &c	"		17 00	
"	995	J. M. Adams, lumber, &c	"		957 01	
		Pay-rolls for Aug., '73, viz:				
"	996	machinist & employees	"		696 62	
"	997	enginemen & firemen	"		580 00	
"	998	carpenters' shop	"		193 00	
"	999	conductors & train hands	"		447 00	
"	1000	agents & employees at stat's	"		616 85	
"	1001	agents & clerks at Delta	"		370 00	
"	1002	employees at Delta	"		193 00	
"	1003	bridge gang	"		860 68	
"	1004	gang No. 1, repairs of road	"		370 17	
"	1005	" " 2, " " "	"		353 63	
"	1006	" " 3, " " "	"		401 27	
"	1007	" " 4, " " "	"		516 79	
"	1008	" " 5, " " "	"		352 78	
		Amount carried forward		555, 456 33	10, 282 46	1, 425, 347 40
[50:]						
1873.		Amount brought forward		555, 456 33	10, 282 46	1, 425, 347 40
Aug. 31	1009	Pd. gang No. 6, repairs of road	1 243		464 77	
"	1010	" " 7	"		317 01	
"	1011	" " 8	"		343 14	
"	1012	" " 9	"		321 72	
"	1013	Waverly gang	"		438 78	
"	1023	Mrs. Amis, for tie-timber	"		1 50	
"	1024	J. W. Pope, for do.	"		64 00	
"	1025	do. " do.	"		98 10	
1873.						12, 331 48
Aug. 31	J., f. 135	J. W. Green, supt., salary for mos. Apl., May, July, June, Mch, & Aug., 6 mos., @ $300 per month	"		1, 800 00	
" "	"	N. L. Hardy & Co., transferring frt. in August	"		541 82	
" "	"	cos. pro. watchman's wages	"	1, 827 37	40 00	
						2, 381 82
Sept. 2	1027	Bell & Dull, for cross-ties	1 241		175 85	
"	1028	C. H. Morrison, sundries	"		6 55	
"	1029	Clarke & Tompkins, sundries	"		3 50	
"	1030	M. W., Bt. & Tr. Co	"		101 09	

"	1031	V. Vogh, mail service & drayage	"			12 50	
"	1032	R. E. Lee, for error in listing cotton	"			6 50	
10	1036	So. Express Co., on sundries	1 233		40 86	54 65	
"	1037	M. Whf., Bt. & Tr. Co., sundries	"		8 00	5 86	
12	1038	So. Express Co., tickets	1 231			4 00	
"	1039	D. Kaliski, for 1 bot. bitters	"		60	50	
13	1040	R. J. Nelson, stolen ale	1 230		35	2 80	
25	1046	D. D. Vanzandt, for cross ties	1 218			34 90	
"	1047	G. C. Waddill, " wood	"			52 81	
"	1048	J. M. Adams, for lumber, &c	"			797 10	
"	1049	C. S. Calloway, for wood	"			15 00	
"	1050	B. Myrick, " tie-timber	"			22 50	
"	1051	J. M. Sanders, cross-ties	"			103 40	
"	1052	J. Stone, for " "	"			211 70	
"	1053	L. M. Downing, agt., sundries	"			188 30	
"	1054	Vanzandt & Peterson, cross-ties	"			455 30	
"	1055	J. S. Richardson & Co., sunds	"			68 70	
"	1056	Wesley Wynn, for wood	"			61 50	
"	1057	J. H. Milling, salary for Septr	"			175 00	
"	1058	J. W. Locke, chgs. on sunds	"			5 07	
"	1059	Mrs. V. S Green, office rent to date	"			100 00	
"	1060	H. B. Bruser, for sundries	"			72 83	
"	1061	Simon Marx, damages on stolen goods	"			17 25	
		Amount carried forward			557,333 51	2,755 16	1,440,060 70
[503]							
1873.		Amount brought forward			557,333 51	2,755 16	1,440,060 70
Sept. 25	1062	Pd. Geo. C. Ensminger, ice for train	"			31 77	
"	1063	J. O. Bradfield, coal & ice	1 218			89 00	
"	1064	H. Meyer, for case brogans lost	"			93 00	
"	1065	M. H. Parker, 26.2 lbs. coffee stolen	"			4 77	
"	1066	Thos. Hogan, agt., for sundries	"		334 24	2 50	
30	1067	A. Gunnisen & Co., for oil	1 213			145 82	
"	1068	Simon Marx, yeast-powders stolen	"			3 38	
"	1069	G. C. Waddill, amt. disbursed	"			5 00	
"	1070	R. B. Swift, error in listing frt	"			1 15	
"	1071	A. Gunnison & Co., for oil	"			32 90	
"	1072	H. Gersen, jr., expenses on bxs. shipd. in error	"			2 00	
"	1073	J. G. Sanders, for sundries	"			30 42	
"	1074	Wm. Miles, for coffee stolen	"			4 20	
"	1075	So. Express Co., frt. on box	"			50	
"	1076	Vksbg. Herald, for printing	"			117 00	
"	1077	Clarke & Tompkins, for stationery	"			28 65	
"	1078	V. & M. R. R. Pro., advertizing	"			65 25	
"	1079	J. H. Rimbold, Septr. salary	"			180 00	
"	1080	Reau. Campbell, Septr. "	"			150 00	
"	1080	do. sund. expenditures	"			24 50	
"	1081	J. W. Pope, for tie-timber	"			88 80	
"	1082	G. S. Boyd, agt., ex. handlg. frt	"			11 25	
"	1083	W. R. Gordon, for wood	"			85 12	
"	1084	J. W. Locke, agt., expd. for ex. labor	"			160 90	
"	1085	Spencer & Craig, for tickets	"			10 15	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. and T. Railroad, at sheriff's sale &c.—Continued.

Date.	No. V.		Time.	Interest.		
1873.						
Sept. 30	1086	Pd. F. P. Corby & Co., invoice sup., Ag. 24	1 213			
"	1086	do. " " 21	"		34 75	
"	1086	do. " " 28	"		78 78	
"	1086	do. " Septr. 25	"		141 18	
"	1086	do. " " 27	"		35 36	
"	1093	Tom Thompson, for ties & wood	"		58 21	
"		Pay-rolls for Sept., 1873, viz:	"		158 65	
"	1094	Machinist & employees in shop				
"	1095	Enginemen and firemen	"		734 99	
"	1096	Carpenters' shop	"		612 75	
"	1097	Conductors & train-hands	"		195 00	
"	1098	Agt., clerk, and watchman at Delta	"		350 37	
"	1099	Employees at Delta	"		498 00	
"	1100	Agt. & employees at stations	"		367 50	
"	1101	Platform & Delta gang	"		689 18	
"	1102	Bridge gang	"		611 09	
		Amount carried forward	"		898 65	
[504]						
1873.		Amount brought forward		557, 667 75	9, 587 65	1, 440, 060 70
Sept. 30	1103	Pd. gang No. 1, repairs of road		557, 667 75	9, 587 65	1, 440, 060 70
"	1104	" " 2, " " "	1 213		284 38	
"	1105	" " 3, " " "	"		248 78	
"	1106	" " 4, " " "	"		323 11	
"	1107	" " 5, " " "	"		434 56	
"	1108	" " 6, " " "	"		282 37	
"	1109	" " 7, " " "	"		469 57	
"	1110	" " 8, " " "	"		187 39	
"	1111	" " 9, " " "	"		363 37	
"	1112	Waverly gang, " " "	"		356 24	
			"	1, 252 34	281 89	
Oct. 4	1115	M. Whf. Bt. & T. Co., tonnage, Sept	1 212		293 68	12, 819 31
"	1116	Stamlar & McGuire, coffee stolen	"		5 67	
"	1117	Geo. Gaskin, " "	"	38 68	5 22	
7	1118	Monroe P. O., for postage stamps	1 206	75	6 00	
10	1119	Clarke & Tompkins, for stationery	1 203	44	2 75	
14	1120	So. Express Co., on sundries	1 199	97	7 75	
16	1122	J. O. Bradfield, for coal	1 197		90 00	
"	1123	D. Stein & Co., for stolen boots	"		15 75	
"	1124	Wolf & Silbernagle, stolen goods	"		20 25	
"	1125	do. " "	"		64 25	
"	1126	D. A. Breard, for keg nails lost	"		8 00	
"	1127	our pro. travelling agt.'s expenses	"	32 64	65 25	
31	1132	Woodward, Tiernan & Hale, sunds	1 182		418 08	

"	1133	Southern Ex., on tickets	"			3 50	
"	1134	V. Vogh, mail drayage, &c	"			25 00	
"	1135	L. M. Downing, agt., sund. disbsts	"			38 80	
"	1136	S. W. Sanders, keg butter lost	"			29 73	
"	1137	D. Stein & Co., for stolen goods	"			22 42	
"	1139	R. M. Purcell, bacon stolen	"			14 50	
"	1138	J. W. Locke, sundry disbursements	"			155 95	
"	1140	J. W. Locke, sundry charges	"			23 60	
"	1141	Clarke & Tompkins, for stationery	"			56 85	
"	1142	Vicksburg Herald, sundry blanks	"			66 00	
"	1143	J. R. Fuller & Co., for coffee stolen	"			20 44	
"	1144	S. L. Richardson & Co., sund. supplies	"			172 00	
"	1145	F. P. Corby & Co., boiler iron	"			39 75	
"	1145	do. sunds. for engine Madison	"			53 80	
"	1146	J. H. Milling, salary for Oct	"			175 00	
"	1147	M. M. Buck & Co, for sundries	"			293 75	
"	1148	M. Wht. Bt. & T. Co., tonnage for Oct	"			203 82	
"	1149	Head & McLain, for coffee stolen	"			5 32	
		Amount carried forward			558,994 57	2,402 88	1,452,880 01
[80.]							
1873.		Amount brought forward			558,994 57	2,402 88	1,452,880 01
Oct. 31	1150	Pd. R. J. Soulé, tin plate stolen	1	182		6 03	
"	1151	O. B. Register, whisky stolen	"			16 00	
"	1152	Joe Roberts, for wood	"			51 00	
"	1153	J. M. Adams, for lumber	"			1,168 14	
"	1154	J. S. Ellis, " wood	"			26 81	
"	1155	J. M. Sanders, for cross-ties	"			137 50	
"	1156	Ben Myrick, for cypress timber	"			58 42	
"	1157	J. Stone, ties & timber	"			451 83	
"	1158	Thos Hogan, for sund. disbsmts	"			4 80	
"	1159	Peterson & Vanzandt, for cross ties	"			470 60	
"	1160	G. C. Waddill, for wood	"			9 75	
"	1161	Tom Thompson, " cross-ties	"			120 00	
"	1162	J. W. Pope, for tie timber	"			80 00	
"	1163	J. H. Rimbold, sundries	"			210 20	
"	1164	W. B. Tarbutton, salary, Sept. & Oct	"			200 00	
"	1165	N. L. Hardy & Co., tonnage for Oct	"			803 26	
"	1175	J. O. Bradfield, for ice & coal	"			122 90	
"	1176	F. T. Bell, for cross-ties	"			14 30	
		Pay-rolls for Oct., '73, viz:					
"	1177	machinist & employees in shop	"			887 82	
"	1178	enginemen & firemen	"			683 50	
"	1179	carpenters' shop	"			189 87	
"	1180	conductors & train hands	"			588 00	
"	1181	agts. & employees at stations	"			915 35	
"	1182	agt., clerks, & watchman at Delta	"			522 33	
"	1183	laborers at Delta	"			414 00	
"	1184	Delta platform	"			919 29	
"	1185	Delta side-track	"			163 65	
"	1186	bridge gang	"			1,256 49	
"	1187	gang No. 1, repairs of road	"			275 26	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1873.						
Oct. 31	1188	Pd. gang No. 2, repairs of road	1 182		400 65	
"	1189	" " 3, " " "	"		367 61	
"	1190	" " 4, " " "	"		458 20	
"	1191	" " 5, " " "	"		277 11	
"	1192	" " 6, " " "	"		538 64	
"	1193	" " 7, " " "	"		252 12	
"	1194	" " 8, " " "	"		362 84	
"	1195	" " 9, " " "	"		348 36	
"	1196	Waverly gang, " " "	"		376 70	
			"		1,365 62	16,551 41
"	....	N. L. Hardy & Co., tonnage 3% for Sept., '73	"		20	1,385 62
"	.....	co.'s proportion wages of watchman for Sept				
		Amount carried forward		561,084 59		1,470,817 04
[506]						
1873.		Amount brought forward		561,084 59		1,470,817 04
Nov. 1	1198	Pd. Gross Bros., damages, &c	1 181		16 45	
"	1199	J. C. Guess, for wood	"		15 00	
"	1200	J. C. Malcomb, wood & water, Sept	"	7 36	30 00	
3	1201	Jno. Mooney, hauling cotton	1 179		2 10	
"	1202	So. Express, on sundries	"	44	1 50	
4	1203	V. Vogh, hauling cotton	1 178	72	6 10	
6	1204	do. do.	1 176	32	2 60	
7	1205	M. B. Kidd, for harness stolen	1 175		10 53	
"	1206	D. A. Breard, jr., B. wheat flour	"	2 10	7 05	
8	1208	Joe Benoit, for sand	1 174	5 60	47 25	
11	1209	M. Whf. Bt. & Tr. Co., elevating cotton	1 171	32	2 70	
13	1210	So. Express Co., on sundries	1 169	43	3 50	
15	1211	M. Whf. Bt. & Tr. Co., elevating cotton	1 167	1 25	10 60	
16	1212	Robt. Miller, for hauling cotton	1 166		1 00	
"	1213	M. Whf. Bt. & Tr. Co., elevating cotton	"	65	4 40	
17	1214	Jno. Mooney, for hauling do.	1 165		7 60	
"	1215	M. Whf. Bt., elevating do.	"	96	80	
19	1216	So. Exp. Co., frt. on sundries	1 163	37	3 25	
21	1217	R. M. Purcell, for hauling cotton	1 161	12	1 00	
22	1218	Wm. Schulze, for pump-leather	1 160		3 50	
"	1219	V. Vogh, for hauling cotton	"		18 30	
"	1220	Jno. Mooney, " "	"	2 98	4 00	
24	1221	M. Whf. Bt., elevating "	1 153	92	8 00	
29	1222	Jno. Mooney, hauling "	1 153		12 70	
"	1223	V. Vogh, " "	"	1 57	4 30	
30	1224	Gerspach & Herring, for lumber	1 152		118 62	
"	1225	Jno. M. Adams, " "	"		1,847 80	
"	1226	Jno. W. Pope, for tie timber	"		224 00	

"	1227	J. H. Milling, salary for Novber	"			175 00	
"	1228	M. Whf. Bt. Co., tonnage, Novbr	"			50 32	
"	1229	J. S. Ellis, for wood	"			34 87	
"	1230	Peterson & Vanzandt, for ties	"			1,156 20	
"	1231	W. B. Tarbutton, salary for Novbr	"			100 00	
"	1232	L. Meyers, for wood	"			96 75	
"	1233	S. P. Burke, for ties	"			149 35	
"	1234	Tom Thompson, " "	"			239 80	
"	1235	Alex. Willson, " wood	"			17 50	
"	1236	S. Videlon, " "	"			248 19	
"	1237	G. C. Waddill, " "	"			110 03	
"	1238	A. M. Waddill, " "	"			36 00	
"	1239	Heffner & Irwin, " "	"			22 56	
		Amount carried forward	.....		569,110 72	4,851 22	1,470,817 04
[507]							
1873.		Amount brought forward	.....		561,110 70	4,851 22	1,470,817 04
Nov. 30	1240	Pd. S. Loderstrom, cross-ties	1	152		178 00	
"	1241	J. Stone, " "	"			919 91	
"	1242	J. H. Calaway, wood	"			36 75	
"	1243	J. M. Sanders, cross-ties	"			489 10	
"	1244	Ben Myrick, for tie-timber	"			105 09	
"	1245	Monroe P. O., stamps and postage	"			36 90	
"	1246	Chas. Miller, for cross-ties	"			314 80	
"	1247	J. R. Hall, for wood	"			60 75	
"	1248	Bry & Muir, for lumber	"			68 02	
"	1249	G. S. Boyd, for tie timber	"			20 00	
"	1250	do. sund. disbsmts	"			23 75	
"	1251	H. B. Bruser, sund. supplies	"			300 95	
"	1252	L. M. Downing, agt., ex. labor	"			36 15	
"	1253	do. sund. disbursements	"			12 15	
"	1254	R. M. Purcell, for hauling cotton	"			60	
"	1255	J. W. Locke, " extra labor	"			84 20	
"	1256	do. chgs. on sund. supplies	"			8 01	
"	1257	J. S. Richardson & Co., for sunds	"			86 40	
"	1258	M. M. Buck & Co., H. light & chimnies	"			3 90	
"	1259	Woodward, Tiernan & Hale, for tickets	"			643 72	
"	1260	A. Gunnisen & Co., for lard-oil	"			32 90	
"	1261	M. Whf. Bt. Co., sund. losses, &c	"			108 71	
"	1262	Valentine Vogh, mail service, &c	"			11 50	
"	1263	T. S. Johnson, cigars stolen	"			70 00	
"	1264	Jno. T. Sibley, standing desk	"			13 30	
"	1265	Jno. Ward, for lard lost	"			12 17	
"	1266	Str. Natchez, sundry damages on cotton	"			268 45	
		Pay-rolls for November, 1873:					
"	1267	machinist & employees in shop	"			884 94	
"	1268	enginemen & firemen	"			623 00	
"	1269	agents & employees at stations	"			689 35	
"	1270	conductors & train hands	"			578 00	
"	1271	agt. & clerks at Delta	"			640 00	
"	1272	employees at Delta	"			251 00	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1873.						
Nov. 30	1273	Pd. Delta platform gang	1 152		763 34	
"	1274	Delta side-track gang	"		363 83	
"	1275	bridge gang	"		1,448 38	
"	1276	gang No. 1, repairs of road	"		293 39	
"	1277	" " 2, " " "	"		524 56	
"	1278	" " 3, " " "	"		541 05	
"	1279	" " 4, " " "	"		492 86	
		Amount carried forward		561, 110 70	16, 926 10	1, 470, 817 04
[508]						
1873.		Amount brought forward		561, 110 70	16, 926 10	1, 470, 817 04
Nov. 30	1280	Pd. gang No. 5, repairs of road	1 152		318 36	
"	1281	" " 6, " " "	"		488 22	
"	1282	" " 7, " " "	"		344 64	
"	1283	" " 8, " " "	"		383 64	
"	1284	" " 9, " " "	"		305 96	
"	1285	Waverly gang, " " "	"		408 74	
"	1285	Geo. T. Hardy, agt., rent & coms	"	2, 158 85	23 00	
						19, 198 66
Dec. 1	1295	Thos. Naughton, for tin work	1 151	25	2 25	
4	1296	So. Express, on tickets	1 148	11	1 00	
6	1297	Jno. Mooney, hauling cotton	1 146	45	4 00	
12	1298	do. " "	1 140	43	3 90	
16	1316	V. Vogh " "	1 136	1 33	12 20	
18	1317	H. C. Clarke, for stationery	1 134		99 40	
"	1318	So. Express Co., frt. on tickets	"	11 08	1 50	
19	1319	Agt. Monroe, chgs. on stationery	1 133		1 20	
"	1320	McFee & Bethune, sundries	"	2 97	25 95	
21	1321	Robt. Miller, for hauling cotton	1 131	22	2 20	
26	1322	Monroe P. O., for stamps	1 126		6 00	
"	1323	So. Express Co., frt. on stationery	"		3 50	
"	1324	Vksbg. Herald, for sundries	"	7 52	60 00	
27	1325	Monroe P. O., stamps & envellopes	1 125	1 35	12 80	
31	1326	lith graphing co., for blk passes	1 121		54 50	
"	1327	F. P. Corby & Co., sundries	"		342 06	
"	1328	D. W. Boats, for buckets crushed	"		2 40	
"	1329	J. H. Milling, salary for Decbr	"		175 00	
"	1330	J. H. Rimbold " " Novr. & Decbr	"		360 00	
"	1331	J. C. Richardson & Co., sundries	"		127 30	
"	1332	J. W. Trask, agt. ex., labor	"		27 75	
"	1333	do. chgs. on sundries	"		12 97	
"	1334	V. Vogh, mail service, &c	"		11 00	

"	1335	F. P. Corby & Co., sund. supplies	"		131 42		
"	1336	Henry Snyder, repairing chair	"		50		
"	1337	R. J. Wilson, 100 lbs. sauge, stolen	"		13 00		
"	1338	do. 4½ gals. whisky	"		5 17		
"	1339	La. Intelligencer, printing, &c	"		90 25		
"	1340	A. F. Flournoy, damages	"		4 62		
"	1341	V. Vogh, hauling cotton	"		13 10		
"	1342	Robt. Miller " "	"		4 80		
"	1343	L. Meyer, for wood	"		150 00		
"	1344	N. L. Hardy & Co., tonnage, &c	"		1,337 23		
"	1345	J. M. Adams, lumber &c	"		183 16		
		Amount carried forward		563,295 26	3,282 13		1,490,015 70
[509]							
1873.		Amount brought forward		563,295 26	3,282 13		1,490,015 70
Dec. 31	1346	Pd. W. B. Tarbutton, salary for Dec.	1 121		100 00		
"	1347	W. R. Gordon, supt., " " "	"		300 00		
"	1348	M. Whf. Bt. & Tr. Co., tonnage	"		33 61		
"	1349	Ike Giles, wood &c	"		16 12		
"	1350	J. W. Pope, " "	"		10 31		
"	1351	Rich. Hallgreen, " "	"		113 44		
"	1352	A. M. Waddill, " "	"		20 25		
"	1353	Alex. Willson, " "	"		300 00		
"	1354	Geo. C. Waddill, " "	"		40 10		
"	1355	L. Reed, " "	"		138 00		
"	1356	J. S. Ellis, " "	"		36 00		
"	1357	S. Videlon, " "	"		412 50		
"	1358	J. H. Calloway, " "	"		37 72		
"	1359	J. Stone, for square timber	"		153 00		
"	1360	Heffner & Irwin, timber for fuel	"		37 50		
"	1361	B. Myrick, for timber	"		27 00		
"	1362	J. M. Sanders, for wood	"		88 88		
		Pay-rolls for month of Dec., '73:					
"	1363	machinist & employees	"		879 19		
"	1364	enginemen & firemen	"		563 50		
"	1365	conductors & train hands	"		467 75		
"	1366	agts. & employees at stations	"		619 50		
"	1367	agts., clerks, & watchman at Delta	"		490 00		
"	1368	employees at Delta	"		228 00		
"	1369	Delta platform gang	"		538 49		
"	1370	Delta side-track gang	"		506 61		
"	1371	bridge gang, repairs of road	"		1,601 26		
"	1372	gang No. 1, " " "	"		154 75		
"	1373	" " 2, " " "	"		469 59		
"	1374	" " 3, " " "	"		557 25		
"	1375	" " 4, " " "	"		494 12		
"	1376	" " 5, " " "	"		302 50		
"	1377	" " 6, " " "	"		472 69		
"	1378	" " 7, " " "	"		424 84		
"	1379	" " 8, " " "	"		389 97		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1873.						
Dec. 31	1380	Pd. Waverly gang, repairs of road	1 121		384 10	
"	1380	gang No. 9, " " "	"		332 22	
"	.....	J. W. Green, supt., salary for Sept. 1 to Dec. 13th, 1873, 3 mos. 13 days, *a* $300 per month	"	6, 690 65	1, 030 00	15, 022 89
		Amount carried forward	.....	564, 985 91	.....	1, 030 00
[510]						1, 506, 068 59
1874.		Amount brought forward	.....	564, 985 91	.....	1, 506, 068 59
Jany. 1	1400	Pd. Thos. Hogan, for loading cotton	1 120		4 25	
"	1401	Mrs. Amelia Clark, whisky lost	"		8 50	
"	1402	J. W. Locke, gas-pipe, dies, and stocks	"		25 00	
"	1403	D. M. Evans, damage on box clothing	"	6 26	20 94	
6	1404	So. Ex. Co. on pckge. tickets	1 115	02	25	
9	1406	Murphy & Co., for hams stolen	1 112	72	6 88	
12	1407	V. Vogh, for handling cotton	1 109	60	5 70	
16	1408	Monroe p. o., postage, &c	1 105	62	6 00	
24	1409	R. Miller, for hauling cotton	1 97	21	2 20	
28	1410	So. Ex. Co., frt. on sundries	1 93		75	
"	1411	Jno. Fullom, repairing cistern	"		16 00	
"	1412	S. McIlvain, 1 b. c. lost	"	8 49	67 73	
31	1413	Geo. T. Hardy, rent & coms. in Decr	1 90		12 00	
"	1414	do. " " Jany	"		14 00	
"	1415	M. W. B. & T. Co., tonnage in Jany	"		77 72	
"	1416	J. H. Milling, salary for Jany	"		175 00	
"	1417	J. H. Rimbold, " " "	"		180 00	
"	1418	S. D. Brum, for cross ties	"		27 75	
"	1419	Bry & Muir, " lumber	"		105 62	
"	1420	G. S. Boyd, for sundries	"		34 25	
"	1421	J. S. Ellis, " wood	"		46 50	
"	1422	J. W. Pope, " timber	"		161 64	
"	1423	O. Cuil, " wood	"		82 50	
"	1424	L. Meyer, " timber	"		7 50	
"	1425	T. Johnson, " wood	"		55 00	
"	1426	R. Hallgreen, " wood	"		123 75	
"	1427	Peterson & Vanzandt, ties & timber	"		810 66	
"	1428	Tom. Thompson, for ties	"		55 50	
"	1429	A. Willson, " wood	"		225 00	
"	1430	Frank Thomas, " do.	"		36 00	
"	1431	L. Reed, " do.	"		33 00	
"	1432	Irwin & Simms, " timber	"		36 25	
"	1433	B. Myrick, " do.	"		85 35	
"	1434	P. B. Stone, timber & ties	"		672 05	
"	1435	J. M. Adams, lumber, &c	"		141 83	
"	1436	N. L. Hardy & Co., tonnage, Jany	"		481 29	
"	1437	H. B. Bruser, for sundries	"		58 63	
"	1438	S. Videlou " wood	"		398 75	

"	1439	V. Vogh, mail service, &c	"			12 50	
"	1440	J. W. Locke, salary for Dec. & Jany	"			150 00	
"	1441	W. R. Gordon, supt., " " Jany	"			300 00	
		Amount carried forward			565, 002 83	4, 744 24	1, 506, 068 59
[511]							
1874.		Amount brought forward	1	90	565, 002 83	4, 744 24	1, 506, 068 59
Jany. 31	1442	Pd. J. W. Trask, chgs. on supplies	"			9 64	
"	1443	do. for extra labor	"			7 25	
"	1444	A. Gunnison & Co., oil & car grease	"			35 78	
"	1445	Jno. G. Sanders, for sundries	"			17 20	
"	1446	J. W. Trask, chgs. on stationery	"			75	
"	1447	J. O. Bradfield, for coal	"			145 00	
"	1448	W. B. Russell & Co., sundries	"			127 50	
"	1449	Rean Campbell, agt., disbursemts. for sundries	"			46 25	
"	"	do. for salary, mo. of Jany	"			150 00	
"	1461	J. F. McGuire, Sept., '73, to date	"			1, 041 67	
		Pay-rolls, Jany., '74, viz:					
"	1462	machinist & employees	"			882 98	
"	1463	enginemen & firemen	"			596 50	
"	1464	agt. & employees at stations	"			643 00	
"	1465	conductors & train-hands	"			452 50	
"	1466	agt., clerks, &c., at Delta	"			490 00	
"	1467	employees at Delta	"			210 00	
"	1468	bridge gang	"			1, 662 74	
"	1469	gang No. 1, repairs of road	"			407 53	
"	1470	" " 2, " "	"			407 35	
"	1471	" " 3, " "	"			600 00	
"	1472	" " 4, " "	"			498 72	
"	1473	" " 5, " "	"			366 85	
"	1474	" " 6, " "	"			466 49	
"	1475	" " 7, " "	"			281 22	
"	1476	" " 8, " "	"			406 20	
"	1477	" " 9, " "	"			280 82	
"	1478	Waverly gang, " "	"		1, 518 96	373 55	
							15, 353 73
Feby. 7	1479	Robt. Miller, for hauling cotton	1	83	05	50	
9	1480	H. T. Hughes, " " "	1	81	04	40	
11	1482	Wm. Miles, for coffee stolen	1	79	45	4 50	
13	1483	V. Vogh, " hauling cotton	1	77	49	5 00	
18	1484	S. W. Sanders, butter stolen	1	72	36	3 75	
19	1485	J. Hoffman, for whisky stolen	1	71	1 33	13 99	
28	1486	J. H. Rimbold, salary, Feby	1	62		180 00	
"	1487	La. Savings Bank, rent of box	"			50 25	
"	1488	Irwin & Simms, for sundries	"			75	
"	1489	R. M. Ward, 1 box shoes lost	"			45 00	
"	1490	Piedmont & Air Line, for bag checks	"			8 22	
"	1491	J. O. Bradfield, for car load coal	"			95 00	
"	1492	expense getting labor for Ala	"			368 57	
		Amount carried forward			566, 524 51	775 93	1, 521, 422 32

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
[512]						
1874.		Amount brought forward		566,524 51	775 93	1,521,422 32
Feby. 28	1493	Pd. H. Kinderman, for sundries	1 62		115 00	
"	1494	Rogers Locomotive Works, springs & true	"		124 60	
"	1495	R. M. Purcell, for cement	"		4 75	
"	1496	V. Vogh, mail & drayage	"		12 50	
"	1497	extra-labor bill, station at Monroe	"		15 60	
"	1498	J. W. Trask, chgs. on sundries	"		17 52	
"	1499	Belknap & Coaches, for cross-ties	"		165 00	
"	1500	J. M. Sanders, for cross ties	"		55 70	
"	1501	B. Myrick, " tie-timber	"		58 50	
"	1502	P. B. Stone, " cross-ties	"		495 40	
"	1503	J. H. Calloway, for wood	"		36 00	
"	1504	J. W. Davis, " "	"		38 62	
"	1505	J. M. Adams, " lumber	"		184 36	
"	1506	S. Videlon, for wood	"		275 00	
"	1507	J. S. Ellis, " "	"		54 87	
"	1508	J. H. Milling, salary, Feby	"		175 00	
"	1509	W. R. Gordon, " "	"		300 00	
"	1510	J. F. McGuire, " "	"		208 33	
"	1511	H. C. Clark, for stationery	"		51 80	
"	1511	Geo. T. Hardy, our pro. office rent, &c	"		14 00	
"	1513	G. C. Waddill, for wood	"		176 81	
"	1514	Vanzandt & Peterson, for ties & timber	"		949 35	
"	1515	Joe Roberts, for wood	"		18 00	
"	1516	F. P. Corby & Co., for sundries	"		106 82	
		Pay rolls for February, 1874, viz:				
"	1517	machinist & employees	"		808 37	
"	1518	enginemen & firemen	"		553 50	
"	1519	agt. & clerks at Delta	"		390 00	
"	1520	laborers at Delta	"		136 00	
"	1521	conductors & train hands	"		430 00	
"	1522	agts. & hands at stations	"		601 00	
"	1523	bridge gang	"		1,340 04	
"	1524	gang No. 1, repairs of road	"		389 96	
"	1525	" " 2, " " "	"		354 12	
"	1526	" " 3, " " "	"		552 40	
"	1527	" " 4, " " "	"		476 22	
"	1528	" " 5, " " "	"		369 98	
"	1529	" " 6, " " "	"		444 82	
"	1530	" " 7, " " "	"		241 82	
"	1531	" " 8, " " "	"		409 13	
"	1532	" " 9, " " "	"		88 82	
		Amount carried forward		566,524 51	12,015 04	1,521,422 32

[513]			Amount brought forward			566,524 51	12,015 04	1,521,422 32
Feby.	28	1533	Pd. Waverly gang, repairs of road	1	62	1,160 34	386 37	12,401 41
Mch.	13	1543	Monroe P. O., stamps	1	49	27	3 00	
							60	
	18	1544	Robt. Miller, hauling cotton	1	44		2 00	
		1545	E. S. Austin, for sundries	"		23	22 00	
		1546	Rogers & Groome, printing	1	32	1 92	30	
	30	1547	Ira W. Trask, agt., chgs. on castings	1	31		10 25	
	31	1548	do. extra-labor bills	"			50	
	"	1549	justice of the peace, swearing mail C	"			65 20	
	"	1550	W. B. Russell & Co., tonnage	"			11 20	
	"	1551	J. S. Richardson & Co., sundries	"			304 83	
	"	1552	A. Gunnison & Co., oil & waste	"			58 32	
	"	1553	A. Thompson, B. C. lost	"			65	
	"	1554	J. W. Simms, agt., sunds	"			42 85	
	"	1555	F. P. Corby & Co., sunds	"			10 00	
	"	1556	treasurer, for counterfeit bill	"			3 70	
	"	1557	Monroe P. O., box-rent & postage	"			6 00	
	"	1558	Subscripn. to R'way Guide	"			175 00	
	"	1559	J. H. Milling, salary, Mch	"			32 18	
	"	1560	Loss on through frt. shipped around	"			20 50	
	"	1561	Bishop & Dellerhide, shoes stolen	"			30 00	
	"	1562	G. T. Hardy, for office rent	"			300 00	
	"	1563	W. R. Gordon, " Mch. salary	"				
			Pay-rolls for Mch., 1874, viz:					
	"	1564	machinist & employees in shop	"			907 34	
	"	1565	enginemen & firemen	"			598 50	
	"	1566	conductors & train hands	"			421 87	
	"	1567	agent & employees at Delta	"			412 65	
	"	1568	station agents & hands	"			537 00	
	"	1569	bridge gang	"			1,396 99	
	"	1570	gang No. 1, repairs of road	"			333 73	
	"	1571	" " 2, " " "	"			345 09	
	"	1572	" " 3, " " "	"			493 87	
	"	1573	" " 4, " " "	"			452 99	
	"	1574	" " 5, " " "	"			285 60	
	"	1575	" " 6, " " "	"			427 95	
	"	1576	" " 7, " " "	"			352 47	
	"	1577	" " 8, " " "	"			345 58	
	"	1578	" " 9, " " "	"			282 92	
	"	1579	Waverly gang, " " "	"			287 12	
	"	1580	extra " " "	"		796 52	214 00	9,194 75
			Amount carried forward			568,483 79		1,543,018 48
[514]			Amount brought forward			568,483 79		1,543,018 48
1874.								
Apl.	1	1598	Pd. L. M. Downing, for skiffs	1	30		105 00	
	"	1599	D. A. Campbell, for tallow	"			1 80	
	"	1600	J. W. Simms, " wood	"			45 00	
	"	1601	Gerspach & Herring, lost freight	"		16 84	28 50	
	"	1602	do. for lumber	1	11	82	14 10	
	20	1603	str. Ouachita Belle, mail serv				10 00	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad, at sheriff's sale, &c—Continued.

Date.	No. V.		Time.	Interest.		
1874.						
Apl. 30	1604	Pd. I. H. Milling, salary for Apl	1 11		175 00	
"		Pay-rolls for April, 1874, viz:				
"	1605	machinist & employees	"		682 75	
"	1606	enginemen & firemen	"		216 50	
"	1607	conductors & train-hands	"		292 75	
"	1608	station agents & employees	"		311 00	
"	1609	bridge gang	"		1,015 32	
"	1610	gang No. 1, repairs of road	"		238 62	
"	1611	" " 2, " " "	"		339 73	
"	1612	" " 3, " " "	"		326 98	
"	1613	" " 4, " " "	"		156 12	
"	1614	" " 5, " " "	"		215 65	
"	1615	" " 6, " " "	"		163 25	
"	1616	" " 7, " " "	"		343 57	
"	1617	" " 8, " " "	"		270 29	
"	1618	" " 9, " " "	"		199 16	
"	1626	Rean Campbell, sunds., Dec., '73	"		57 00	
"	"	do. travelling expenses in Ga	"		55 95	
"	"	do. sunds., Feby, 1874	"		22 65	
"	"	do. " Mch., "	"		26 75	
"	"	do. " Apl., "	"		10 40	
"	1627	L. R. Simmons & Co., statement	"		13 00	
"	1628	B. M. Johnson, ex. on N. O	"	412 02	3 57	
						5,340 41
May 13	1631	str. Bastrop, frt. & chgs. on tickets	353	31	3 95	
31	1632	m. whf. bt., tonnage for Febry	335		89 50	
"		do. do. " Mch	"		43 92	
"	1633	La. Savings Bank, rent of vault to Nov. 8, '74	"		37 50	
"	1634	S. Videlon, for stakes	"		134 16	
"	1635	Francis Harris, for bridge watching at Waverly	"		65 00	
"		Pay-rolls for May 1, 1874, viz:				
"	1636	machinist & employees	"		787 25	
"	1637	conductors, watchmen, agts., &c	"		571 40	
"	1638	bridge gang	"		849 66	
		Amount carried forward		568,913 78	2,582 34	1,548,358 89
(515)						
1874.		Amount brought forward		568,913 78	2,582 34	1,548,358 89
May 31	1639	gang No. 1, repairs of road	335		382 12	
31	1640	" " 2, " " "	"		357 84	
"	1641	" " 3, " " "	"		385 82	
"	1642	" " 4, " " "	"		182 75	
"	1643	" " 5, " " "	"		182 50	

"	1644	" " 6, " " "	"		240 50		
"	1645	" " 7, " " "	"		231 85		
"	1646	" " 8, " " "	"		131 24		
"	1647	" " 9, " " "	"	364 18	218 99		4,895 95
June 4	1656	H. C. Clark, for stationery	331	36	4 75		
16	1657	S. Whited, overcharges on cotton	319	3 54	50 00		
30	1658	Lee, Richardson & Co., for ropes, &c	305		78 40		
"	1659	Belknap & Coaches, for ties	"		479 15		
"	1660	J. W. Locke, for services	"		112 50		
"	1661	Tom Thompson, for ties	"		269 95		
"	1662	J. H. Milling, salary, May & June	"		350 00		
"	1663	J. W. Pope, for cypress timber	"		184 75		
"	1664	Joe Benoit, for sq. timber	"		63 00		
"	1665	Vanzandt & Peterson, ties & timber	"		934 19		
"	1666	G. S. Boyd, agt., sund. payments	"		14 35		
"	1667	T. B. Stone, for cross-ties	"		684 50		
"	1668	B. Myrick, for cypress timber	"		82 45		
"	1669	S. Videlon, for ties	"		296 40		
"	1670	J. M. Adams, timbers, &c	"		526 96		
"	1671	J. W. Balfour, for cypress timber	"		180 52		
"	1672	W. R. Gordon, supt., salary, Apl. & May	"		600 00		
"	1673	L. M. Downing, for sundries	"		251 15		
"	1674	V. Vogh, mail service & drayage	"		23 50		
"	1675	Geo. T. Hardy, agt., office rent, &c	"		10 00		
"	1676	M. W. Bt. T. Co., tonnage for June	"		7 00		
"	1677	H. C. Clarke, for stationery	"		4 25		
"	1678	J. W. Trask, agt., chgs. sunds	"		13 95		
"	1679	do. extra labor bills	"		3 75		
"	1680	Armstead & Jackson, for iron ties	"		6 16		
		Pay-rolls for mo. of June, '74, viz:	"		723 00		
"	1681	machinist & employees in shop	"		529 50		
"	1682	enginemen & firemen	"		531 81		
"	1683	station agents, hands, &c	"		204 50		
"	1684	conductors & train-hands	"		1,103 57		
"	1685	bridge gang	"		352 21		
"	1686	gang No. 1, repairs of road		569,281 86	8,676 21		1,553,254 84
		Amount carried forward		569,281 86	8,676 21		1,553,254 84
[516]							
1874.		Amount brought forward	305		382 96		
June 30	1687	Pd. gang No. 2, repairs of road	"		332 63		
"	1688	" " 3, " " "	"		315 46		
"	1689	" " 4, " " "	"		344 60		
"	1690	" " 5, " " "	"		316 97		
"	1891	" " 6, " " "	"		201 23		
"	1692	" " 7, " " "	"		226 85		
"	1693	" " 8, " " "	"		309 38		
"	1694	" " 9, " " "	"	758 57	139 96		
"	1695	extra gang, " " "					11,246 25

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1874.						
June 30	.....	Pd. Rean Campbell, salary for the mos. of Oct. & Nov., '73, @ 125$	305	.....	250 00	
"	.....	salary for mos. Dec., '73, & Jany., Feby., Mch., & Apl., '74, @ 150$	"	67 78	750 00	1,000 00
July 6	1700	Monroe P. O., stamps	299	60	9 20	
7	1701	G. C. Ensminger, ice for train	298	79	12 48	
25	1705	do. " " "	280	.....	11 01	
"	1706	W. R. Gordon, salary June & July	"	.....	600 00	
"	1707	M. W. B. & S. Tr. Co., tonnage, July	"	.....	77 60	
"	1708	S. Videlon, cross-ties	"	.....	341 05	
"	1709	Geo. T. Hardy, rent & Coms	"	.....	14 00	
"	1710	J. R. Stevens, agt., sund. payts	"	.....	60 50	
"	1711	Ira W. Trask, agt., chgs. on sunds	"	.....	11 74	
"	1712	do. extra labor bill	"	.....	13 15	
"	1713	F. P. Corby & Co., for sundries	"	.....	127 00	
"	1714	La. Intelligencer, printg. & advtzg	"	.....	86 00	
"	1715	G. C. Ensminger, ice for train	"	.....	11 49	
"	1716	H. Kinderman, sundries	"	.....	129 00	
"	1717	F. P. Corby & Co	"	.....	178 38	
"	1718	Lee, Richardson & Co., rope for p. driver	"	.....	17 00	
"	1719	V. Vogh, mail service, &c	"	.....	12 50	
"	1720	L. M. Downing, agt., sund. payts	"	108 39	51 80	
		Pay-rolls for July, 1874, viz:				
31	1730	machinist & employees in shop	274	.....	835 42	
"	1731	enginemen & firemen	"	.....	624 00	
"	1732	conductors & train-hands	"	.....	218 50	
"	1733	agents & employees at stations	"	.....	766 00	
"	1734	bridge gang	"	.....	871 79	
"	1735	gang No. 1, repairs of road	"	.....	328 82	
"	1736	" " 2, " " "	"	.....	444 59	
"	1737	" " 3, " " "	"	.....	447 38	
"	1738	" " 4, " " "	"	.....	338 71	
		Amount carried forward		570, 217 99	6, 639 11	1, 565, 550 09
[517]						
		Amount brought forward		570, 217 99	6, 639 11	1, 565, 501 09
1874.						
July 31	1739	Pd. gang No. 5, repairs of road	274	.....	410 97	
"	1740	" " 6, " " "	"	.....	363 84	
"	1741	" " 7, " " "	"	.....	301 83	
"	1742	" " 8, " " "	"	.....	316 18	
"	1743	" " 9, " " "	"	.....	311 78	
"	1744	extra gang, " " "	"	.....	308 95	
"	1746	J. M. Adams, for water and wood for mos. Feby. & June	"	456 12	95 33	
"	1747	J. M. Adams, for bridge timbers for July			506 71	9,254 70

Aug. 7	1748	H. C. Clarke, for stationery	267	2 14	36 12		
8	1749	T. C. Naughton, " repairing car roof	263	71	12 50		
29	1754	V. Vogh, mail service and hauling	245		12 50		
"	1755	J. W. Trask, agt., ex. labor payments	"		51 05		
"	1756	charges on sundry supplies	"		14 89		
"	1757	A. French & Co, driver & truck sprgs	"		165 59		
"	1758	G. C. Ensminger, ice for train & office	"		28 97		
"	1759	H. B. Bruser, sundry supplies	"		59 19		
"	1760	Vicksbg. Herald, for printing, &c	"		131 00		
"	1761	J. S. Richardson & Co., sundries	"		6 60		
"	1762	F. Morey, expense funding bonds	"		135 00		
"	1763	J. H. Rimbold, frt. refunded	"		71 24		
"	1764	J. M. Adams, lumber, water, &c	"		409 18		
"	1765	Tom. Thompson, for cross-ties	"		88 33		
"	1766	P. B. Stone, " do.	"	105 35	761 30		
31	1767	B. Myrick, " cypress timber	243		84 25		
"	1768	F. M. Dawson, " do.	"		16 72		
"	1769	J. W. Balfour, " do.	"		65 54		
"	1770	Vanzandt & Peterson, ties and timber	"		357 87		
"	1771	Alex. Willson, for wood	"		300 00		
"	1772	J. W. Davis, " "	"		55 50		
"	1773	J. M. Sanders, " "	"		15 00		
"	1774	J. M. Calloway, " "	"		36 00		
"	1775	S. Videlon, " "	"		205 50		
"	1776	G. S. Boyd, cash for handlg. frt	"		1 50		
"	1777	A. J. Keller, wine stolen	"		4 15		
"	1778	M. Whf. Bt. & Tr. Co., tonnage for Aug	"		147 94		
"	1779	do. for loss and damage	"		15 78		
"	1780	J. H. Rimbold, Apl. to Aug. 31, '74	"		900 00		
"	1781	J. F. McGuire, salary, 6 mos	"		1,250 00		
"	1782	D. C. Gibson, painting engines & cars	"		242 00		
		Amount carried forward		570,782 31	5,681 51	1,574,755 79	
[518]							
1874.							
		Amount brought forward		570,782 31	5,681 51	1,574,755 79	
Aug. 31	1783	Pd. W. R. Gordon, salary for Augst	243		300 00		
"	1784	F. P. Corby & Co., sund. supplies	"		121 45		
"	1785	R. S. Belk, sund. disbsmts	"		17 82		
"	1786	H. Kinderman, 1 bbl. flour lost	"		9 00		
"	1787	G. T. Hardy, office-rent & com's	"		12 00		
"	1788	J. F. McGuire, business telegrams	"		31 20		
		Pay rolls for Aug., '74, viz:					
"	1790	machinist & employees	"		758 81		
"	1791	enginemen & firemen	"		622 00		
"	1792	conductors & train-hands	"		218 50		
"	1793	agts. & employees at Delta	"		301 00		
"	1794	agts. & employees at stations	"		490 50		
"	1795	bridge gang	"		866 69		
"	1796	gang No. 1, repairs of road	"		295 10		
"	1797	" " 2, " " "	"		393 24		
"	17 8	" " 3, " " "	"		379 22		
"	1799	" " 4, " " "	"		349 96		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1874.						
Aug. 31	1800	Pd. gang No. 5, repairs of road	243		389 68	
"	1801	" " 6, " " "	"		311 87	
"	1802	" " 7, " " "	"		181 23	
"	1803	" " 8, " " "	"		272 77	
"	1804	" " 9, " " "	"		279 98	
"	1805	extra gang, " " "	"		310 48	
"	.....	Mrs. V. S. Green, for rent of office, from Oct. 1, '73, to Dec. 31, '73	"		100 00	12,594 01
"	.....	rent of office Jany. 1st to 30 June, 74	"		200 00	
"	.....	J. F. McGuire, for office safe	"	620 19	575 00	
Sept. 30	10	H. Kinderman, loss & damage	213		4 40	875 00
"	11	R. Brazil, for moss	"		2 45	
"	12	So. Express Co., frt. on brasses	"		21 40	
"	13	H. C. Clarke, for stationery	"		47 20	
"	14	G. C. Ensminger, for ice	"		20 95	
"	15	S. Blum, damages on bedstead	"		1 00	
"	16	Berry & Co., 3 buckets lard crushed in car	"		8 70	
"	17	J. H. Rimbold, salary for Mch., '74	"		180 00	
"	18	V. Vogh, mail service & drayage	"		12 50	
"	19	Irwin & Simms, buckets & ropes	"		4 90	
"	20	J. D. Bradfield, for coal & ice	"		282 18	
"	21	Rogers & Groome, stationery	"		22 00	
"	22	L. M. Downing, extra labor bill & Aug	"		48 00	
"	22	do. " " " Sept	"		84 50	
		Amount carried forward	.....	571, 402 50	740 20	1, 588, 224 80
[519]						
1874.		Amount brought forward	.....	571, 402 50	740 20	1, 588, 224 80
Sept. 30	23	Pd. F. P. Stubbs, taxes on Shreveport property	213		398 55	
"	30	Monroe p. o., box rent & postage &c	"		7 33	
"	31	W. B. Russell & Co., commissions, &c	"		124 40	
"	32	Alex. Willson, for wood	"		300 00	
"	33	Peterson & Vanzandt, ties & timber	"		302 42	
"	34	W. R. Gordon, salary for Septr	"		300 00	
"	35	Tom Thompson, cross-ties	"		137 09	
"	36	J. M. Adams, lumber, &c	"		487 98	
"	37	B. Myric, for tie-timber	"		31 30	
"	38	P. B. Stone, " cross-ties	"		241 10	
"	39	F. M. Dawson, for tie-timber	"		30 16	
"	40	S. Videlon, " ties & wood	"		416 22	
"	41	L. Reed, " wood	"		19 50	
"	42	J. H. Rimbold, salary for Sept	"		180 00	
"	43	Joe Roberts, for wood	"		36 00	

"	"	44	Bry & Muir, for lumber	"			23 00	
"	"	45	do. " do.	"			240 84	
"	"	46	J. H. Milling, salary July, Aug., & Sept	"			525 00	
"	"	47	Mchts. & Whf. Bt. & Tr. Co., tonnage, Sept	"			345 24	
"	"	48	G. T. Hardy for Sept	"			14 00	
"	"	49	J. W. Balfour, tie-timber	"			18 88	
"	"	50	Woodward, Tiernan & Hale, books, &c	"			126 40	
"	"	51	J. G. Sanders, coffee damaged by c. oil	"			19 51	
"	"	52	Lampkin & Eggleston, for nails	"			11 25	
"	"	53	A. Gunnison & Co., oil & exchange	"			28 39	
			Pay-rolls for Septr., 1874, viz:					
"	"	54	machinist & employees in shop	"			771 37	
"	"	55	enginemen and firemen	"			509 00	
"	"	56	agent & employees at Delta	"			499 25	
"	"	57	conductors & train-hands	"			233 50	
"	"	58	agents & employees at stations	"			629 00	
"	"	59	bridge gang & carpenters	"			976 21	
"	"	60	gang No. 1, repairs of road	"			364 80	
"	"	61	" " 2, " " "	"			330 47	
"	"	62	" " 3, " " "	"			393 97	
"	"	63	" " 4, " " "	"			393 50	
"	"	64	" " 5, " " "	"			392 29	
"	"	65	" " 6, " " "	"			348 46	
"	"	66	" " 7, " " "	"			235 26	
"	"	67	" " 8, " " "	"			216 54	
"	"	68	" " 9, " " "	"			270 89	
			Amount carried forward		571, 402 50	11, 669 27		1, 588, 224 80
			Amount brought forward		571, 402 50	11, 669 27		1, 588, 224 80
[520]								
1874.								
Sept.	30	69	extra gang, repairs of road	213	562 03	204 55		11, 873 82
				193		34 50		
			H. C. Clarke, for stationery			78 93		
Oct.	20	77	A. Gunnison, " oil & waste	"		60 35		
"	"	78	J. T. Dalton, bale bagging lost	"		3 03		
"	"	79	Green & Co., for stolen goods	"		29 48		
"	"	80	D. T. Head, bacon stolen	"		191 76		
"	"	81	Stamper & McGuire, cask bacon abandoned	"		1 00		
"	"	82	C. D. Bry, sugar-lemon stolen	"		122 55		
"	"	83	F. P. Corby & Co., car brasses	"		32 50		
"	"	84	N. P. Pugh, shingles	"	23 89	2 50		
"	"	85	W. B. Gordon, extra watchman, Delhi	182		1 25		
"	"	86	Irwin & Simms, Lake Delhi depot	"		50		
"	31	87	Express co., frt. on pattern sent Post & Co	"		4 30		
"	"	88	do. for chgs. on box stationery	"		33 90		
"	"	89	L. Hoffman, nails, hinges, &c	"		600 51		
"	"	90	Bry & Muir, lumber, building, &c	"		89 25		
"	"	91	L. M. Downing, extra labor, Delta	"		12 00		
"	"	92	V. Vogh, mail-service, &c	"		338 19		
"	"	93	A. Gunnison & Co., oil, candles, &c	"		96 94		
"	"	94	O. Call, for wood	"				
"	"	95						

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1874.						
Oct. 31	96	Pd. J. O. Bradfield, ice for train	1		57 81	
"	97	Vanzandt & Peterson, ties & timber	"		458 40	
"	98	T. Johnson, for wood	"		56 38	
"	99	C. R. Hallgreen, "	"		125 13	
"	100	J. W. Balfour, cypress timber	"		76 58	
"	101	B. Jones, wood	"		186 75	
"	102	G. S. Boyd, handling freight	"		17 30	
"	103	B. P. Stone, cross-ties	"		156 60	
"	104	B. Myrick, tie-timber	"		21 25	
"	105	J. W. Green, wardrobe	"		20 00	
"	106	J. M. Adams, lumber, &c	"		1,179 94	
"	107	W. M. Cooper, candy stolen	"		1 05	
"	108	Jas. Campbell, ale stolen	"		1 95	
"	109	S. W. Larsche, ax-handle	"		20	
"	110	U. Millsaps, cauldron broken	"		2 00	
"	111	Stamper & McGuire, bbl. flour crus'd	"		7 85	
"	112	S. Videlon, ties & wood	"		214 65	
"	113	J. H. Rimbold, salary for Oct	"		180 00	
"	114	J. G. Sanders, pitch & lime	"		10 18	
"	115	M. W. Bt. & T. Co., tonnage for Oct	"		215 36	
"	116	J. H. Milling, salary for Oct	"		175 00	
		Amount carried forward		571,988 42	4,897 84	1,600,098 62
[521]		Amount brought forward		571,988 42	4,897 84	1,600,098 62
1874.						
		Pay-rolls for Oct., '74, viz:				
Oct. 31	129	machinist & employees in shop	182		996 18	
"	130	engineemen & firemen	"		535 00	
"	131	conductors & tr. hands	"		361 00	
"	132	agt. & employees at Delta	"		682 50	
"	133	agts. & employees at stations	"		661 00	
"	134	bridge gang	"		1,100 47	
"	135	gang No. 1, repairs of road	"		383 61	
"	136	" " 2, " " "	"		450 22	
"	137	" " 3, " " "	"		398 35	
"	138	" " 4, " " "	"		403 61	
"	139	" " 5, " " "	"		357 37	
"	140	" " 6, " " "	"		377 33	
"	141	" " 7, " " "	"		308 07	
"	142	" " 8, " " "	"		304 94	
"	143	" " 9, " " "	"		263 10	
"	144	extra gang, " " "	"		301 52	

"	145	gang No. 3, extra, repairs of road	"	499 97	136 41		
						12,918 52	
Nov. 7	146	H. Kinderman, for sundries	175		47 75		
"	147	J. G. Sanders, locke for p. o. box	"		25		
"	148	Monroe p. o., stamps & envellopes	"	2 45	14 75		
18	151	Delta Levee Association, per agree't	164		500 00		
"	152	H. P. Hughes, sand	"	20 41	60 00		
30	153	S. Videlon, for wood	152		249 60		
"	154	J. M. Adams, lumber, &c	"		285 09		
"	155	P. B. Stone, ties & timber	"		228 17		
"	156	B. Myrick, for tie timber	"		31 13		
"	157	J. D. Ware, wood	"		204 75		
"	158	G. S. Boyd, extra labor	"		9 25		
"	159	N. P. Pugh, for shingles	"		16 25		
"	160	G. C. Waddill, for wood	"		253 50		
"	161	Wade Hall, " cross ties	"		40 70		
"	162	B. Jones, " do.	"		61 05		
"	163	J. W. Balfour, " tie-timber	"		55 05		
"	164	J. W. Lowery, " cow killed by train	"		15 00		
"	165	Aleck Wilson, " wood	"		303 56		
"	166	Vanzandt & Peterson, for tie timber	"		312 30		
"	167	Thos. Hogan, agt., chgs. & extra labor	"		3 65		
"	168	Chas. Miller, for cross-ties	"		116 40		
"	169	J. D. Stiles, pes. marble broken	"		3 75		
"	170	M. W. Bt. & Tr. Co., tonnage in Novbr	"		123 67		
		Amount carried forward		572, 511 25	2, 935 02	1, 613, 017 14	
[522]							
1874.		Amount brought forward		572, 511 25	2, 935 02	1, 613, 017 14	
Novbr. 30	171	Pd. S. Blum, 8 bottles wine stolen	152		4 45		
"	172	H. King, whiskey stolen	"		8 80		
"	173	A. Bird, work at Tallulah	"		23 20		
"	174	F. P. Corby & Co., sundries	"		773 49		
"	175	Irwin & Heffner, timber for fuel	"		25 00		
"	176	N. Hoggatt, for cross-ties	"		164 95		
"	177	Lee, Richardson & Co., for nails	"		39 25		
"	178	L. M. Downing, for cistern & ex. labor	"		102 25		
"	179	M. F. Flournoy, keg molasses broken	"		9 45		
"	180	H. Gerson, jr., 4 pr. shoes stolen from case	"		6 60		
"	181	U. Millsaps, 6 well buckets	"		3 00		
"	182	V. Vogh, mail-service & drayage	"		13 00		
"	183	H. Kinderman, sunds. stolen	"		4 15		
"	184	J. H. Milling, salary, Nov	"		175 00		
"	185	J. F. McGuire, Sept., Oct., & Novr	"		625 00		
"	186	D. T. Head, overcharge on sundries	"		4 80		
"	187	D. A. Breard, for whisky stolen	"		22 07		
"	188	R. J. Nelson, " bbl. vinegar	"		7 50		
		Pay-rolls for November, 1874, viz:					
"	194	machinist & employees in shop	"		929 25		
"	195	enginemen & firemen	"		551 00		
"	196	conductors & train-hands	"		355 00		
"	197	agent & employees at Delta	"		678 50		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1874.						
Novbr. 30	198	Pd. pay-rolls for November, 1874, viz: agents & employees at stations	152		690 00	
"	199	bridge gang	"		959 49	
"	200	gang No. 1, repairs of road	"		249 73	
"	201	" " 2, " " "	"		226 25	
"	202	" " 3, " " "	"		296 36	
"	203	" " 4, " " "	"		264 51	
"	204	" " 5, " " "	"		330 87	
"	205	" " 6, " " "	"		340 28	
"	206	" " 7 & 8, " " "	"		362 00	
"	207	" " 9, " " "	"		274 99	
"	208	" " 10, " " "	"		323 70	
"	209	" " 11, " " "	"		372 93	
"	210	" " 12, " " "	"		347 78	
Dec. 1	211	J. W. Trask, agt., chgs. for Sept		401 18		12, 499 62
"	212	" " " " " Oct	151		1 20	
"	213	" " " " " Novbr	"		70 37	
"	214	" " " extra labor bill, Sept	"		105 84	
"	215	" " " " " Oct	"		165 85	
			"		210 45	
[523]		Amount carried forward				
1874.						
Dec. 1	216	Amount brought forward		572, 912 43	553 71	1, 625, 516 76
10	217	Pd. Ira W. Trask, agt., ex. labor bill, Novr		572, 912 43	553 71	1, 625, 516 76
"	218	L. Hoffman, nails & hinges	151	22 58	118 90	
24	221	H. C. Clarke, for stationery	142		28 97	
"	222	G. C. Waddill, for sundries	"	1 86	29 60	
"	223	Herman Meyer, coffee lost	128		374 40	
30	224	L. C. Campbell, damages on meal	"		29 33	
31	225	E. Lange, webbing for car-seats	"	11 52	1 00	
"	226	T. H. Dalton, ties lost	122	05	1 50	
"	227	Post & Co., for sundries	121		44 70	
"	228	D. C. Gibson, " printing	"		680 90	
"	229	E. L. Moore, on stores	"		97 10	
"	230	J. L. Moore, sundry materials	"		5 00	
"	231	R. J. Soule, for tin plate	"		8 50	
"	232	D. T. Head, damages on butter	"		80	
"	233	do. " " whiskey	"		2 60	
"	234	H. B. Bruser, sund. supplies	"		6 60	
"	235	J. E. Peters, repairing chair	"		215 48	
"	236	V. Vogh, hauling cotton	"		2 00	
"	237	A. Riser, shovels lost	"		6 30	
		J. H. Rimbold, salary for Novbr	"		6 75	
					180 00	

"	235	V. Vogh, hauling cotton		"		6 75		
"	236	A. Riser, shovels lost		"		180 00		
"	237	J. H. Rimbold, salary for Novbr						
"	238	W. K. Gordon, Nov., Dec., & Oct		"		900 00		
"	239	Murphy & Williamson, loss on bacon		"		31 64		
"	240	B. Hardaway, windows for sec. houses		"		22 50		
"	241	T. C. Standifer & Co., bacon stolen		"		11 10		
"	342	L. M. Downing, extra labor bill		"		240 50		
"	243	D. Stein & Co., whisky stolen		"		26 83		
"	244	V. Vogh, mail-service		"		10 00		
"	245	G. C. Waddill, sundries		"		500 00		
"	246	J. W. Trask, agt., ex. labor, Decr		"		282 70		
"	247	do. chgs. &c		"		62 75		
"	248	J. H. Milling, salary for Decr		"		175 00		
"	249	P. B. Stone, cross-ties		"		253 90		
"	250	J. M. Adams, lumber, &c		"		353 68		
"	251	B. Myrick, for tie-timber		"		30 90		
"	252	J. H. Rimbold, salary, &c., Decr		"		231 40		
"	253	Wade Hall, cross-ties		"		21 50		
"	254	Vanzandt & Peterson, ties & timber		"		379 82		
"	255	J. W. Balfour, cypress for ties & timber		"		69 43		
"	256	B. Jones, for cross-ties		"		76 00		
"	257	S. Videlon, for wood		"		279 93		
"	258	M. W. Bt. & Tr. Co., tonnage for Decr		"		175 74		
		Amount carried forward			572,948 44	6,529 46		1,625,516 76
[524]								
		Amount brought forward			572,948 44	6,529 46		1,625,516 76
1874.								
		Pay-rolls for Dec., '74, viz:						
Dec. 31	283	Pd. machinist & employees		121		1,056 12		
"	284	enginemen & firemen		"		542 75		
"	285	conductors and train hands		"		361 00		
"	286	agt. & employees at Delta		"		676 00		
"	287	agts. & employees at stations		"		674 75		
"	288	bridge gang		"		689 26		
"	289	gang No. 1, repairs of road		"		253 98		
"	290	" " 2, " " "		"		210 49		
"	291	" " 3, " " "		"		323 99		
"	292	" " 4, " " "		"		267 50		
"	293	" " 5, " " "		"		336 85		
"	294	" " 6, " " "		"		362 24		
"	295	" " 7 & 8, " " "		"		369 50		
"	296	" " 9, " " "		"		274 35		
"	297	" " 10, " " "		"		281 82		
"	298	" " 11, " " "		"		339 52		
"	299	" " 12, " " "		"	342 03	307 48		13,857 06
1875.								
Jan. 1	301	D. Stein & Co., goods lost in '73 & '74		120		46 85		
"	302	J. S. Handy & Co., 2 ro. bag lost in Dec		"		28 30		
"	303	J. Hoffman, curtains for office windows		"		10 08		
"	304	B. C. Hall, 4 scks. salt lost in '73		"		10 60		
"	305	J. S. Haffdy, 1 keg powder		"		8 55		
"	306	D. Lanpheimer, 5 cases oysters stolen		"		1 00		
"	307	Jno. Janney, coms. Sept. 1, '7[illegible], to Dec. 31, '74		"	19 25	616 68		
18	308	La. Intelligencer, printg. & advtzg		103		58 75		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1875.						
Jan. 18	309	Pd. G. C. Waddell, wood, ties, &c	103	14 24	563 05	
19	310	H. C. Clark, for stationery	102		23 00	
"	311	Hardaway & Co., sash for secn. houses	"		11 50	
"	313	F. P. Corby & Co., sundries	"	1 20	18 44	
31	314	L. M. Downing, sundries	90		59 15	
"	315	D. A. Breard, wrapping-paper short	"		2 70	
"	316	H. King, jr., bagging lost	"		6 75	
"	317	H. Kinderman, coal-oil & lanterns	"		4 00	
"	318	J. W. Trask, chgs. on supplies	"		5 40	
"	319	do. paymts. for extra labor	"		9 05	
"	320	Vanzandt & Peterson, ties & sq. timber	"		303 19	
"	321	G. S. Boyd, extra labor bills & chgs	"		20 70	
"	322	B. Jones, for cross-ties	"		251 80	
"	323	J. H. Rimbold, salary for Jany. '75	"		180 00	
"	324	J. W. Balfour, cypress timber	"		51 26	
		Amount carried forward		573, 325 16	2, 290 80	1, 639, 373 82
[525]						
				573, 325 16	2, 290 80	1, 639, 373 82
1875.						
Jan. 31	325	Pd. J. M. Sanders, for wood	90		108 00	
"	326	G. S. Boyd, agt., " "	"		60 00	
"	327	J. H. Milling, salary, Jany. '75	"		175 00	
"	328	J. M. Adams, timber, ties, &c	"		771 72	
"	329	J. Baer, sck. coffee satd. with oil	"		29 00	
"	330	J. Soderstrom, cross-ties	"		25 47	
"	331	L. Meyer, timber for ties & fuel	"		13 69	
"	332	G. C. Waddill, " wood	"		282 00	
"	333	V. Vogh, mail service	"		10 00	
"	334	Wm. Miles, oil-can	"		75	
"	335	H. M. Floyd, sunds	"		1 90	
"	336	J. O. Bradfield, for coal	"		170 00	
"	337	Rogers & Groome, for printing	"		54 00	
"	338	Richard Barnes, hauling iron	"		1 00	
"	339	Telegraph Co., telegram sent by agt. at Delta	"		6 80	
"	340	L. Rosenfield & Co., ½ bbl. flour lost	"		3 05	
"	341	J. L. Jones, keg sugar lost	"		11 50	
"	342	J. S. Richardson & Co., sundries	"		5 70	
"	343	A. M. Paxton & Co., castings	"		61 50	
"	344	Post & Co., nuts & coal oil	"		73 57	
"	345	A. G. Lindenstein, axes & nails	"		9 30	
"	346	W. B. Russell & Co., coms. to Dec. 31, '74	"		99 30	
"	347	A. Gunnison & Co., oil & chimnies	"		25 40	
"	348	B. B. Schuster, for fire-crackers	"		3 50	
"	349	Southern Express, frt. on passes	"		1 00	

"		347	A. Gunnison & Co., oil & chimnies	"			20 40	
"		348	B. B. Schuster, for fire-crackers	"			3 50	
"		349	Southern Express, frt. on passes	"			1 00	
"		350	Louisville Lithograph Co., annual passes '75	"			50 00	
"			Pay rolls for January, 1875, viz:					
"		351	machinist & employees in shop	"			944 17	
"		352	enginemen & firemen	"			572 00	
"		353	conductors & train hands	"			350 00	
"		354	agt. & employees at Delta	"			646 50	
"		355	agts. & employees at stations	"			669 00	
"		356	bridge gang	"			634 37	
"		357	gang No. 1, repairs of road	"			233 07	
"		358	" " 2, " " "	"			234 96	
"		359	" " 3, " " "	"			251 16	
"		360	" " 4, " " "	"			271 81	
"		361	" " 5, " " "	"			271 85	
"		362	" " 6, " " "	"			455 07	
"		363	" " 7 & 8, " " "	"			335 92	
"		364	" " 9, " " "	"			269 05	
"		365	" " 10, " " "	"			298 40	
			Amount carried forward			573,325 16	10,781 28	1,639,373 82
[526]			Amount brought forward			573,325 16	10,781 28	1,639,373 82
1875.								
Jany. 31		366	Pd. gang No. 11, repairs of road	90			451 95	
		367	" " 12, " " "				332 47	
								11,565 72
1875.			N. L. Hardy & Co. as follows, viz:					
Jany. 31	J. f.,	56	tonnage for month of Febry., '74	"			668 59	
"	"		" " Mch., "	"			273 99	
"	"		⅓ watchman's wages, " "	"			11 66	
"	"		⅓ " " Apl., "	"			35 00	
"	"		⅓ " " May, "	"			35 00	
"	"		tonnage for month of Apl. & May., '74	"			35 08	
"	"		" " " " June, "	"			271 91	
"	"		" " " " July, "	"			423 65	
"	"		" " " " Aug., "	"			642 15	
"	"		⅓ watchman's wages, June, July, Aug., '74	"			105 00	
"	"		tonnage, month of Sept., '74	"			1,222 59	
"	"		" " " Oct., "	"			1,146 13	
"	"		" " " Nov., "	"			890 25	
"	"		" " " Dec., "	"			1,000 91	
"	"		" " " Jany., '75	"			418 51	
"	"		Mrs. V. S. Green	"				
"	"		rent of office ending Sept. 30, '74	"			100 00	
"	"		" " " Dec. 1, '74	"		350 98	100 00	
								7,380 33
Feby. 1		377	agt. at Delta, for cotton clks. shed	89			27 50	
"		378	Rice & Co., " office furniture	"		2 47	97 66	
17		379	S. B. Allen, " saddle lost	73			15 10	
"		380	McFee & Bethune, " sundries	"		54	17 85	
28		383	L. Kuhn, for hats stolen	62			7 00	
"		384	J. Stone, " cross-ties	"			75 40	
"		385	P. Martin & Co., square timber	"			56 00	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1875.						
Feby. 1	386	Pd. Vanzandt & Peterson, ties & timber	62		204 24	
"	387	J. W. Balfour, cypress timber	"		36 26	
"	388	Alexr. Willson, for wood	"		214 50	
"	389	B. Jones, for cross-ties	"		22 40	
"	390	G. C. Waddill, for wood	"		14 62	
"	391	B. Myrick, for cypress timber	"		10 00	
"	392	S. Videlow, for ties and wood	"		188 25	
"	393	Est. J. M. Adams, " timber & ties	"		115 48	
"	394	W. R. Gordon, salary, Jany. & Feby	"		600 00	
"	395	Geo. T. Hardy, rent & coms., Feby	"		12 00	
"	396	J. H. Milling, salary for Feby	"		175 00	
"	397	J. L. Moore, stove-pipe	"		3 00	
"	398	J. W. Trask, ex. labor bill	"		6 95	
		Amount carried forward		573. 679 15	1, 899 21	1, 658, 319 85
[527]						
1875.		Amount carried forward		573, 679 15	1, 899 21	1, 658, 319 85
Feby. 28	399	Pd. J. W. Trask, agt. chgs. on sundries	62		5 90	
"	400	L. M. Downing, ex. labor bill	"		32 75	
"	401	Hardaway & Co., sash for secn. houses	"		1 75	
"	402	H. Kinderman, for sundries	"		32 15	
"	403	do. " goods stolen	"		1 37	
"	404	L. Hoffman, nails & hinges	"		8 65	
"	405	H. M. Bry, for lumber	"		189 69	
"	406	H. B. Bruser, " sundries	"		34 90	
"	407	Vksbg. Herald, do.	"		138 00	
"	408	J. W. Williams, box raisins	"		2 25	
"	409	do. roll bagging	"		8 06	
"	410	Geo. T. Hardy, bal. due rent and coms.	"		100 62	
"	411	Post & Co., car locks & keys	"		105 75	
"	412	N. L. Hardy & Co., spcl. tonnage, N. O	"		4 90	
"	413	Rogers & Groome, for printing, &c	"		49 00	
"	414	A. M. Paxton & Co., castings	"		43 35	
"		Pay rolls Feby., 75, viz:				
"	434	machinist & employees	"		906 55	
"	435	enginemen & firemen	"		516 00	
"	436	conductors and train hands	"		287 00	
"	437	agt. & employees at Delta	"		598 00	
"	438	agts. & employees at stations	"		570 00	
"	439	bridge gang	"		686 18	
"	440	gang No. 1, repairs of road	"		245 25	
"	441	" " 2, " " "	"		222 15	
"	442	" " 3, " " "	"		271 23	
"	443	" " 4, " " "	"		283 12	

"	442	" " 3, " " "	"	.....	271 23	
"	443	" " 4, " " "	"	.....	283 12	
"	444	" " 5, " " "	"	.....	252 16	
"	445	" " 6, " " "	"	.....	436 58	
"	446	" " 7 & 8, " " "	"	.....	338 74	
"	447	" " 9, " " "	"	.....	215 29	
"	448	" " 10, " " "	"	.....	263 38	
"	449	" " 11, " " "	"	.....	392 77	
"	450	" " 12, " " "	"	.....	329 94	
"	451	J. F. McGuire, bal. of int. his sar	"	.....	129 76	
"	452	J. F. McGuire, salary, Dec., Jany., & Feby., '75	"	.....	625 00	
25	382	Monroe P. O. for stamps	65	138 77	3 00	
						10,230 40
		Contingent expenses.				
1876. Mch. 31	2440	Pd. Edgar Selye, for services as expert in examining a/cs of treasurer of co., as per request of committee of said co	31	1 21	175 00	175 00
		Amount carried forward	.....	573,819 13	.....	1,668,725 25
		Land grant.				
[528] 1875.				573,819 13	.....	1,668,725 25
Sept. 12	J. f., 173	Pd. this sum to Frank Morey for services in securing approval of lands granted to co	19	46 44	11,000 00	
						11,000 00
		Interest.				
1875. Jany. 31	2386	Pd. M. & St. L. Pckt. Co., bal. int. on co's note	90	.....	5 62	
	2387	J. H. Rimbold, int. on co's note due	"	.....	28 80	
	2389	Barna Slaven, bal. of int. due him on a/c	"	.....	369 06	
	2400	J. H. Rimbold, interest for 6 mos. on co's note his favor	"	9 66	80 00	
						483 48
Mch. 31	2414	M. & St. L. Pckt. Co., int. on bal. co's note	31	13	18 88	18 88
		Salary.				
1875. Jany. 31	J. f., 173	Pd. president's salary for Nov. & Dec., '74	90	10 00	500 00	
						500 00
Apl. 12	"	Geo. C. Waddill, services rendered in absence of the president. (See resolution of directory Mch. 22d, 1875)	19	.....	1,280 00	
"	"	F. P. Stubbs, for salary as attorney for company from November, 1868, to date	"	.....	6,416 66	

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1875.						
Apl. 12	173	Pd. Jno. T. Ludeling, for prest's salary from Mch. 1, '75, to date, 1⅔ mos., *a* $250	19	33 98	350 00	
						8,046 66
Feby. 28	2417	Jno. T. Ludeling, prest's salary Jan. & Feb	62		500 00	
	2431	G. C. Waddill, vice-prest., ½ mo's salary	"	8 61	125 00	
						625 00
		Expense ⅔ transportation dept. cont'd.				
Mch. 1	453	Pd. J. H. Rimbold, salary for February	61		180 00	
"	454	Geo. Washington, for wood	"		37 50	
"	455	W. W. Patrick, 1 box raisins lost	"	3 00	3 95	
3	456	Louis Hoffman, 1 do. spades	59	24	17 50	
23	464	H. C. Clarke, for stationery	39		10 30	
"	465	J. L. Nelson, for tallow	"		47 95	
"	466	W. H. Woodruff, 1 blank-book	"	54	4 00	
31	467	F. P. Stubbs, travelling expenses co's bus's	31		46 50	
"	468	J. O. Bradfield, for coal	"		156 10	
"	469	Polite Lewis, hauling r. r. iron	"		1 25	
"	470	F. P. Coats, for warehouse trucks	"		10 00	
"	471	M. Whf. Bt. Co., trsfg. N. O. frt	"		1 60	
"	472	Mattingly & Flowerce, cask coal	"		8 00	
		Amount carried forward		573, 931 73	524 65	1, 689, 399 27
[529]						
1875.		Amount brought forward		573, 931 73	524 65	1, 689, 399 27
Mch. 31	473	Pd. V. Vogh, for mail service	31		20 00	
	489	J. F. Gilbert, liquors stolen from box	"		8 75	
	490	R. J. Nelson, 1 keg powder lost	"		3 60	
	491	J. W. Simms, for extra labor in Mch	"		9 50	
	492	J. F. Cason, 1 box bacon lost	"		15 00	
	493	F. P. Corby & Co., for 1 bale waste	"		50 55	
	494	L. M. Downing, extra labor	"		86 00	
	495	L. M. Downing, sundry expenses	"		42 25	
	496	W. B. Russell, tonnage, printing, &c	"		92 40	
	497	J. F. McGuire, for boiler	"		20 00	
	498	Monroe post-office box, rent to 30th June	"		5 00	
	499	Jas. A. Stone, tobacco stolen	"		7 72	
	500	D. C. Gibson, painting cars, &c	"		40 75	
	501	Mrs. S. Richardson, stock killed, judg't	"		500 95	
	502	Geo. T. Hardy, office rent	"		10 00	
	503	R. H. Kelly, for wood	"		61 50	
	504	J. W. Pope, " tie-timber	"		16 49	
	505	R. E. Amis, " tie-timber	"		6 00	

	504	J. W. Pope, " tie-timber		"		16 49		
	505	R. E. Amis, " tie-timber		"		6 00		
	506	Jos. F. McGuire, salary for Mch		"		208 34		
	5.7	J. H. Milling, salary for March		"		175 00		
		Pay-rolls for March, '75, viz:						
	513	machinist & employees		"		986 37		
	514	enginemen & firemen		"		578 50		
	515	conductors & train hands		"		299 00		
	516	agent & employees at Delta		"		500 50		
	517	agent & employees at stations		"		500 00		
	518	bridge gang		"		727 09		
	519	gang No. 1, repairs of road		"		256 85		
	520	" " 2, " " "		"		233 37		
	521	" " 3, " " "		"		292 78		
	522	" " 4, " " "		"		296 53		
	523	" " 5, " " "		"		281 21		
	524	" " 6, " " "		"		496 57		
	525	" " 7 & 8 " " "		"		526 82		
	526	" " 9, " " "		"		219 97		
	527	" " 10, " " "		"		290 57		
	528	" " 11, " " "		"		342 42		
	529	" " 12, " " "		"	60 36	330 26		
Apl.	6 530	Monroe P. O., for stamps						9,063 26
	531	H. Kinderman, for sundries		25		3 00		
	10 532	L. M. Downing, agt., telegrams co's business		"	09	12 85		
				21	01	3 35		
		Amount carried forward			573,992 19	19 20		1,698,462 53
[530]								
1875.		Amount brought forward			573,992 19	19 20		1,698,462 53
Apl.	12 533	Jos. W. Simms, agt. ex. labor, Augt. '73 to date		19		189 00		
	534	R. B. Chapman, agt. " " " " 1, '74, to date		"	1 98	279 30		
	14 535	H. C. Clarke, for stationery		17	03	8 05		
	15 536	R. H. Kelly, " wheelbarrow lost		16	01	2 50		
	16 537	La. Intelligencer, advtzg. & printing		15		45 75		
	" 538	Vksbg. Herald, " " "		"		30 50		
	" 539	H. B. Bruser, sundry supplies		"		15 53		
	" 540	Woodward, Tiernan & Co., books, &c		"	48	51 75		
		Pay-rolls for Apl., '75, viz:						
	30 545	machinist & employees		1		393 87		
	" 546	enginemen & firemen		"		221 00		
	" 547	contractors & train-hands		"		112 00		
	" 548	agent & employees at Delta		"		228 50		
	" 549	agents & employees at stations		"		266 00		
	" 550	bridge-gang		"		208 24		
	" 551	gang No. 1, repairs of road		"		97 40		
	" 552	" " 2, " " "		"		89 37		
	" 553	" " 3, " " "		"		111 50		
	" 554	" " 4, " " "		"		134 10		
	" 555	" " 5, " " "		"		107 12		
	" 556	" " 6, " " "		"		167 37		
	" 557	" " 7 & 8, " " "		"		189 70		
	" 558	" " 9, " " "		"		83 72		
	" 559	" " 10, " " "		"		101 86		

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1875.						
Apl. 30	560	Pd. gang No. 11, repairs of road	1		109 67	
"	561	" " 12, " " " "	"		125 33	
"	562	G. S. Boyd, agt., extra labor bill in Aug	"		2 25	
"	563	do. for wood	"		42 75	
"	564	est. J. M. Adams, lumber, &c	"		451 34	
"	565	J. H. Milling, salary for April	"		175 00	
"	566	J. H. Rimbold, salary & sundries to date	"		271 90	
"	567	Martin & Co., for square timber	"		56 00	
"	568	D. D. Vanzandt, sq. timber & ties	"		223 40	
"	569	S. Videlon, for ties & wood	"		349 40	
"	570	B. Jones, " " " "	"		203 37	
"	571	G. C. Waddill, " " " "	"		155 35	
"	572	P. B. Stone, " " " "	"		84 50	
"	573	B. Myrick, " " " "	"		10 25	
"	575	M. Whf. Bt. & Tr. Co., tonnage	"		59 25	
"	576	H. Kinderman, sundries stolen	"		1 20	
"	577	A. G. Lindenstine, windows & locks, sec. house	"	1 08	9 00	5,483 29
		Amount carried forward		573,995 97		1,703,945 82
[531]		Deduction ⅜.				
1874.				573,995 77		1,703,945 82
Sept. 30	24	Pd. Wm. Miles, overcharge on whiskey	213		1 95	
"	25	H. Kinderman, " " liquors	"	33	4 64	
						6 58
Oct. 20	76	D. F. Head, " " stoves	193		7 50	
"	118	W. L. Cushing, overchge. on A. W. Palmer's frt	"		7 15	
"	119	T. C. Standifer & Co., " " wagons	"	1 24	13 96	
						28 61
Dec. 31	280	M. & Whf. Bt. & T. Co., " " sundry frts	121	86	31 70	
Jany. 31	281	" " " " " " " "	90		1 09	
						32 79
"	368	" " " frt. on bbl. cider bursted	"	06	1 67	
						1 67
Mch. 10	459	J. W. Locke, overcharge on bill	52		18 68	
"	460	G. S. Boyd, frt. on bale moats	"	24	2 50	
						21 18
1871.						
Jany. 31	887	Pd. Vksbg. Bank, disct. on dft. Nov. 13, '70	4 90	68	2 10	
						2 10

1871.										
Jany. 31		887	Pd. Vksbg. Bank, disct. on dft. Nov. 13, '70	4	90	68		2 10		2 10
May 15		1033	" Mrs. M. B. Dortche, int. on co.'s note this date	3	351	137 69		433 02		
3		1048	" Vksbg. Bank, int. 60 ds. dft. disctd. Mch. 15, '71	3	335			160 00		
"		1049	" " " disct. 60 " " " May 19, '71	"				160 00		
"		1049	" " " " on bills, " 15, '71	"				12 70		
"		1049	" " " " " McEnery & Co.	"		105 05		1 50		767 22
Nov. 30		1321	" int. on Corby & Co., acceptce. 210 days	3	152			24 72		
"		1322	" Vksbg. Bank, disct. on dfts.	"				30		
"		1322	" " " " " Ala. Bk. bill	"		7 12		1 00		26 02
Dec. 31		1367	" int. on co.'s acceptce	3	121			43 26		
"		1368	" Vksbg. Bk., discount & stam. s on co.'s note	"		36 36		93 00		136 26
1872.										
Feby. 29		1456	" " " same " "	3	61	14 96		59 00		59 00
Mch. 31		1509	" recd. O'Brien, 12 mos. int. on $121.45, 5 %	3	31			5 07		
"		1510	" F. T. Corby & Co., " " " $893.00 @ 8 %	"		16 08		60 12		65 19
May 31		1646	" Vksbg. B'k, disct. on co.'s note	3	335			31 50		
"		"	" tm. on N. Y. check for con. roads	"				25		
"		"	" " " " " J. Murdoch	"				57		
"		"	" disct. on U. S. Treas. warrant	"		8 44		3 78		36 10
June 30		1696	" Vksbg. Bk., disct. on dft. of J. J. Read	2	3 5			25		25
Aug. 31		1805	" do. disct. on tr. warrant	2	243			3 70		
"		"	" do. " " T. H. & J. M. Allen & Co	"						
"		"	" do. " " co.'s note	"		4 92		19 00		23 05
Dec. 31		389	" Stetson & Armstrong, int. on ⅝	2	121			58 95		
"		392	" N. L. Hardy & Co., " " "	"		46 97		192 51		251 46
1873.										
July 31		922	" Pat. Donlon, int. on ⅝	1	274	3 06		21 61		21 61
Oct. 31		1197	" Vksbg. Bk., prm. on currency	1	182	13 45		111 62		111 62
Nov. 30		1294	" " " " " "	1	152	4 12		36 34		36 34
Dec. 31	J. f.	201	" J. W. Green, int. on ⅝ to date	1	121	40 40		378 12		378 12
1874.										
Mch. 31		1597	" Vksbg. Bk., dif. of ex. on N. Y. check	1	31	47		5 50		5 50
May 31						574,438 27				1,705,956 49
[532]										
1874.			Amount brought forward			574,438 27				1,705,956 49
June 30		1654	Pd. Vksbg. Bk. disct. on N. O. funds	3	05			15 58		
"		1655	" V. & M. R. R., int. on deferred ticket balance	"		3 93		42 21		57 79
"		1698	" Vksbg. Bk. disct. on trs. dft. on J. S. Clark	"		88		12 50		12 50
Aug. 31		1807	" do. disct. on $8,000	2	43	1 62		30 00		30 00

Detailed statement of sums expended by Ludeling and associates, purchasers of the V., S. & T. Railroad at sheriff's sale, &c.—Continued.

Date.	No. V.		Time.	Interest.		
1871.						
Sept. 30	74	Pd. Vksbg. Bk. premium on N. Y ● change	213	38	7 50	
1871.						7 50
July 31	1127	" int. stamps & fees for Davidson, bill rendered	3 274		11 35	
1871.						
July 31	1129	" " & disct. on note Vksbg. bk	"	51 51	160 00	
1875.						171 35
Apl. 30	578	Pd. J. W. Trask, agt., chgs. for Mch., 75	1		46 57	
"	579	" do. extra labor bills	"		15 50	
"	580	" do. " " " April	"		24 50	
"	581	" C. H. Tull, M. M., expenses, St. Louis & return	"		35 55	
"	582	" V. Vogh, mail service	"		4 00	
"	583	" J. W. Trask, agt., extra labor bills at river platform in Oct., Novr., & Dec., omitted in prior statements	"		615 85	
"	584	" S. P. Burke, for services month of January, 1874	"		75 00	
						816 97
"	587	" Bry & Muir, lumber bill for mos. of Jany., Feby., & March, 1875	"	20	80 46	
						80 46
"	J. f., 81	" Mrs. V. S. Green, for rent of office from 1st to 12, inclusive, 2.5 mos., @ $33.33⅓ per month	------		13 33	
						13 33
		Difference of interest in favor N. L. & T. R. R. Co., this amount as per margin	------			361, 531 38
				$574, 496 79		$2, 168, 677 77
		To balance due the North La. & Texas R. R. Co., May 1st, 1875, brought down from folio 158	------			$1, 093, 584 46
		Add these sums omitted—see journal folio 78, vz:				
		Paid N. L. Hardy & Co., transferring freight at Delta	------		$1, 603 93	
		" W. R. Gordon, salary for March & April, 1875	------		600 00	
		" Jos. F. McGuire, salary for April, "	------		208 34	
		" Mrs. V. S. Green, office rent to Mar. 31, '75	------		100 00	
						2, 512 27
						$1, 096, 031 85
		Deduct omission, journal folio 81, viz:				
		This sum recd. from damages & "over" freights	------			64 88
		Bal. due N. La. & T. R. R. Co	------			$1, 096, 031 85

533 *Detailed statement of earnings and sums received from miscellaneous sources by Ludeling and associates (purchasers of the Vicksburg, Shreveport and Texas Railroad at sheriff's sale, February 3d, 1866), and by the North Louisiana and Texas Railroad Company.*

Date.	No. V.		Time.	Interest.	Principal.
1866.					
Dec. 31	L. f., 100	By amt. of earnings for December	8 121	1,205 82	1,808 15
1867.	"	" " " " " " this month			
Jany. 31	"	" " " " " "	8 90	1,848 32	2,800 50
Feby. 28	"	" " " " " "	8 62	816 00	1,248 20
Mch. 31	"	" " " " " "	8 31	441 26	682 15
May 31	"	" " " " " "	7 335	248 75	392 11
June 30	"	" " " " " "	7 305	398 47	634 71
July 31	"	" " " " " "	7 274	538 86	867 90
Aug. 31	"	" " " " " "	7 243	623 54	1,015 53
Sept. 30	"	" " " " " "	7 213	996 96	1,641 53
Oct. 31	"	" " " " " "	7 182	1,040 89	1,733 55
Nov. 30	"	" " " " " "	7 152	1,693 84	2,852 70
Dec. 31	"	" " " " " "	7 121	1,877 08	3,198 43
1868.					
Jany. 31	"	" " " " " "	7 90	1,332 26	2,297 10
Feby. 29	"	" " " " " "	7 61	1,125 87	1,962 98
Mch. 31	"	" " " " " "	7 31	888 20	1,566 79
Apl. 30	"	" " " " " "	7 1	521 08	930 14
May 31	"	" " " " " "	6 335	739 19	1,333 32
June 30	"	" " " " " "	6 305	442 11	807 11
July 31	"	" " " " " "	6 274	418 49	773 68
Aug. 31	"	" " " " " "	6 243	637 37	1,193 80
Sept. 30	"	" " " " " "	6 213	1,091 64	2,070 14
Oct. 31	"	" " " " " "	6 182	1,258 32	2,417 77
Nov. 30	"	" " " " " "	6 152	1,005 45	1,956 97
Dec. 31	"	" " " " " "	6 121	1,776 81	3,505 35
1869.					
Jany. 31	"	" " " " " "	6 90	1,837 16	3,674 35
Feby. 28	"	" " " " " "	6 62	997 11	2,019 36
Mch. 31	"	" " " " " "	6 31	758 60	1,558 08
April 30	"	" " " " " "	6 1	658 36	1,370 97
May 31	"	" " " " " "	5 335	532 87	1,123 18
June 30	"	" " " " " "	5 305	562 81	1,203 18
July 31	"	" " " " " "	5 274	613 91	1,332 00
		Amount carried forward		28,927 40	51,971 73
[534]					
1869.		Amount brought forward		28,927 40	51,971 73
Aug. 31	L. f., 100	By amount of earnings for this month	5 243	539 31	1,187 90
Sept. 30	"	" " " " " "	5 213	1,028 14	2,299 00
Oct. 31	"	" " " " " "	5 182	1,033 29	2,346 04
Nov. 30	"	" " " " " "	5 152	2,002 75	4,617 03
Dec. 31	"	" " " " " "	5 121	2,382 37	5,440 25

Detailed statement of earnings and sums received from miscellaneous sources by Ludeling and associates, &c.—Continued.

Date.	No. V.		Time.	Interest.	Principal.
1870.					
Jany. 31	L. f., 100	By amount of earnings for this month	5 90	1,390 76	3,311 36
Feby. 28	"	" " " " " " " "	5 62	1,245 54	3,010 19
Mch. 31	"	" " " " " " " "	5 31	1,653 09	4,062 75
Apl. 30	"	" " " " " " " "	5 1	1,600 56	3,999 18
May 31	"	" " " " " " " "	4 335	1,128 83	2,861 80
June 30	"	" " " " " " " "	4 305	1,026 71	2,647 61
July 31	"	" " " " " " " "	4 274	3,126 01	8,207 92
Aug. 31	"	" " " " " " " "	4 243	2,767 52	7,399 79
" "	"	" amt. commutation ⅜ transferred	4	216 51	676 60
Sept. 30	101	" " " of earnings for this month	4 213	3,763 29	10,244 89
Oct. 31	"	" " " " " " " "	4 182	4,802 91	13,325 02
Nov. 30	"	" " " " " " " "	4 152	7,317 18	20,682 99
Dec. 31	"	" " " " " " " "	4 121	5,432 57	15,689 12
1871.					
Jany. 31	"	" " " " " " " "	4 90	5,286 95	15,549 85
Feby. 28	"	" " " " " " " "	4 62	4,713 12	14,120 56
Mch. 31	"	" " " " " " " "	4 31	3,124 94	9,559 63
Apl. 30	"	" " " " " " " "	4 1	584 64	1,825 75
May 31	"	" " " " " " " "	3 335	1,986 69	6,318 15
June 30	"	" " " " " " " "	3 305	1,943 07	6,313 33
July 31	"	" " " " " " " "	3 274	2,231 00	7,414 63
Aug. 31	"	" " " " " " " "	3 243	4,024 28	13,688 08
" "	"	" amt. commutation ⅜ transferred	3	393 00	1,637 60
Sept. 1	"	" from Post-Office Department	3 242	301 72	1,027 08
" 30	"	" amt. of earnings for this month	3 213	1,757 73	13,804 30
Oct. 31	"	" " " " " " " "	3 182	5,659 39	20,180 17
Nov. 30	"	" " " " " " " "	3 152	4,935 63	18,027 85
Dec. 31	"	" " " " " " " "	3 121	5,154 46	19,313 17
1872.					
Jany. 31	"	" " " " " " " "	3 90	4,752 71	18,279 65
" "	"	" amt. recd. from agt. at Mounds	.....	13 00	50 00
Feby. 29	"	" " of earnings for this month	3 61	3,672 68	14,484 72
Mch. 31	"	" " " " " " " "	3 31	3,845 75	15,576 91
Apl. 30	"	" " " " " " " "	3 1	2,755 74	11,471 70
May 31	"	" " " " " " " "	2 335	2,530 12	10,792 00
June 30	"	" " " " " " " "	2 305	2,121 69	9,314 70
July 31	"	" " " " " " " "	2 274	2,511 98	11,371 37
Aug. 31	"	" " " " " " " "	2 243	2,569 98	12,009 37
		Amount carried forward	.....	138,195 01	416,111 41
[35]					
		Amount brought forward	.....	138,195 01	416,111 41
1872.					
Aug. 31	L. F. 101	By amount of earnings for this month	2 243	263 85	1,228 40

[535] 1872. Aug. 31	L. F. 101	By amount of earnings for this month										2	243	263 85	1,228 40
		Amount brought forward												138,195 01	416,111 41
Sept. 30	"	"	"	"	"	"	"	"	"	"		2	213	4,215 91	20,334 00
Oct. 31	"	"	"	"	"	"	"	"	"	"		2	182	5,287 32	26,378 00
Nov. 30	"	"	"	"	"	"	"	"	"	"		2	152	7,145 72	36,875 84
Dec. 31	"	"	"	"	"	"	"	"	"	"		2	121	7,241 30	38,746 47
1873.															
Jany. 31	"	"	"	"	"	"	"	"	"	"		2	90	3,869 34	21,496 48
Feby. 28	"	"	"	"	"	"	"	"	"	"		2	62	3,265 38	18,790 59
Mch. 31	"	"	"	"	"	"	"	"	"	"		2	31	2,481 38	14,904 47
Apl. 30	"	"	"	"	"	"	"	"	"	"		2	1	2,212 38	13,808 22
May 31	"	"	"	"	"	"	"	"	"	"		1	335	1,511 55	9,787 04
June. 30	"	"	"	"	"	"	"	"	"	"		1	305	1,443 46	9,767 73
July 31	"	"	"	"	"	"	"	"	"	"		1	274	1,251 19	8,880 60
Aug. 31	"	"	"	"	"	"	"	"	"	"		1	243		10,308 01
" "	"	" amt. commutation $a_{\frac{1}{2}}$ transferred											"	1,466 72	637 50
Sept. 30	"	" " of earnings for this month										1	213	2,697 69	21,186 29
Oct. 31	"	"	"	"	"	"	"	"	"	"		1	182	2,342 88	19,452 10
Nov. 30	"	"	"	"	"	"	"	"	"	"		1	152	2,083 95	18,316 01
Dec. 31	"	"	"	"	"	"	"	"	"	"		1	121	2,329 98	21,798 13
1874.															
Jany. 31	"	"	"	"	"	"	"	"	"	"		1	90	1,794 77	17,947 69
Feby. 28	250	"	"	"	"	"	"	"	"	"		1	62	1,339 77	14,286 63
Mch. 31	"	"	"	"	"	"	"	"	"	"		1	31	683 46	7,865 93
Apl. 30	"	"	"	"	"	"	"	"	"	"		1	1	83 58	1,041 99
May 31	"	" amt. from Post Office Department											335	38 26	513 54
June 30	"	" " of earnings for this month											305	285 41	4,211 04
July 31	"	"	"	"	"	"	"	"	"	"			274	482 12	7,917 79
Aug. 31	"	"	"	"	"	"	"	"	"	"			243		9,353 54
" "	"	" amt. commutation $a_{\frac{1}{2}}$ transferred											"	530 77	475 00
Sept. 30	6	" " of earnings for this month											213	913 67	19,303 17
Oct. 31	"	"	"	"	"	"	"	"	"	"			182	968 15	23,938 45
Nov. 30	"	"	"	"	"	"	"	"	"	"			152	761 39	22,541 19
Dec. 31	"	"	"	"	"	"	"	"	"	"			121	742 21	27,603 12
1875.															
Jany. 31	"	"	"	"	"	"	"	"	"	"			90	278 40	13,920 37
Feby. 28	"	"	"	"	"	"	"	"	"	"			62	145 47	10,558 05
Mch. 31	"	"	"	"	"	"	"	"	"	"			31		11,745 59
" "	"	" amt. commutation $a_{\frac{1}{2}}$ transferred											"	82 71	275 00
Apl. 12	"	" " of earnings for this month to date											19	8 98	2,127 96
1868.															
July 31	L. f., 128	" " " " east of Macon for this month										6	274	58 66	108 50
Aug. 31	"	" " " " " " " " " " "										6	243	367 69	688 50
Sept. 30	"	" " " " " " " " " " "										6	213	466 45	884 50
Oct. 31	"	" " " " " " " " " " "										6	182	316 42	608 00
" "	"	" " " " " " " " " " "											"	923 02	1,773 50
		Amount carried forward												200,582 38	928,496 34
[536] 1868.		Amount brought forward												200,582 38	928,496 34
Nov. 30	L. f., 128	By amt. earnings east of Macon this month										6	152	402 80	784 00
Dec. 31	"	" " " " " " " " " " "										6	121	312 51	616 50

Detailed statement of earnings and sums received from miscellaneous sources by Ludeling and associates, &c.—Continued.

Date.	No. V.		Time.	Interest.	Principal.	
1869.						
Jany. 31	L. f., 128	By amt. earnings east of Macon this month	6 90	171 50	343 00	
1868.						
Oct. 31	J. f., 241	" amt. recd. from H. Brown, for provisions	6 182		4 40	930 239 84
" "	" " " "	" " " " sundries, in shop work	"	73 72	137 25	
1869.						
June 30	J. f., 262	" " " " W. B. Tarbutton, for provisions	5 305	776 58	1, 660 18	141 65
Aug. 31	J. f., 267	" " " " H. M. Bry, for shop work	5 243		3 00	1, 660 18
" "	" " " "	" " " " sundries, " provisions	"	824 26	1, 812 52	
1871.						
Mch. "	J. f., 344	" " " " agt. at Monroe, over freight sold	7 31	1 80	5 50	1, 815 52
Apl. 30	J. f., 351	" " " " " " Delhi, shingles sold	4 1	3 00	9 40	5 50
Aug. 31	380	" " " " R. E. Lee, bal. on 2 bales hides	3 243		265 85	9 40
" "	382	" " " entered in error (twice entered)	"	233 73	529 24	265 85
Dec. "	421	" " " from M. M. shop work	3 121		5 00	529 24
" "	" " "	" " " H. B. Bruser, for S. engine	"	48 04	175 00	
1872.						
Jany. 29	431	" " " " S. W. Odell, shop work	3 92	19 53	75 00	180 00
" 27	432	" " " for old springs sold, 26½ lbs	3 94	1 04	4 25	75 00
Mch. 25	443	" " " C. H. Tull, for shop work	3 37	13 81	55 65	4 25
" 31	446	" " " Frank Fairfield, extra baggage	3 31	8 27	33 50	55 65
Apl. 30	454	" " " C. H. Tull, for shop work	3 1	1 80	7 50	33 50
May 31	463	" " " do., " " "	2 335		5 00	7 50
" "	463	" " " Corby & Co., sale of old iron	"	29 58	121 30	
Aug. 31	20	" " " overfreight &c transferred	2 243	126 32	590 39	126 30
Sept. 30	23	" " " from C. H. Tull, shop work	2 243	2 70	13 10	590 39
1873.						13 10
Jany. 31	76	" " " " Whf. Bt. & Transfer Co., for do	2 90	7 64	42 52	42 52
Mch. 31	95	" " " " C. H. Tull, for shop work	2 31	4 21	34 85	34 85
May 31	116	" " " " Corby & Co., old iron sold	1 335		465 06	
" "	116	" " " " Tull, for shop work	"		25 80	
" "	124	" " " " Corby & Co., car wheels & old iron	"	160 29	546 89	490 86
Aug. 31	149	" " " " C. H. Tull, for shop work	1 243		36 50	546 89
" "	156	" " " " agt. at Monroe, overfrt. sold	"		120 42	36 50
						120 42

1871.									
Mch. 31		347	" " " "	M. & S. L. Pckt. Co., overchge. on frt	4	31	55 70	50 00	50 0
1873.									
Sept. 30		163	" " " "	Corby & Co., old iron sold	1	213	16 79	131 78	131 78
1874.									
July 31		248	" " " "	C. H. Tull, shop work	2	74	.....	6 00	
" "		"	" " " "	J. H. Milling, office work		"	21 68	350 00	
									356 00
Aug. 31		258	" " " "	C. H. Tull, shop work		243	.....	94 10	94 10
"		268	" " " "	overfreight &c. transferred		"	.....	65 25	65 25
"		268	" " " "	V. & M. R. R. pro. travelling exps. agt		"	12 10	65 25	65 25
1874.									
Oct. 26		14	" " " "	C. H. Tull, for shop work		187	42	9 50	9 50
Dec. 6		35	" " " "	Str. Pargoud, damages paid J. Campbell		146	.....	18 50	
		"	" " " "	C. H. Tull, for shop work		"	1 78	36 60	
									55 10
				Amount carried forward			203, 913 98		937, 851 89
[537]				Amount brought forward			203, 913 98		937, 851 89
1875.									
Feby. 28	J. f.,	58	By amt. collected from R. E. Lee, sunds			62	.....	2 70	
"	"	"	" " " "	do., "		"	.....	2 25	
"	"	"	" " " "	Pargoud, "		"	17	6 75	
1866.									11 70
Apl. 30		1	" amt. recd. from Spencer James for corn		9	1	.....	12 36	
"		"	" A. M. Coy, for corn & hay			"	15 73	9 50	
									21 86
May 31		3	Recd. from sundries for provisions		8	335	39 08	253 23	253 23
Nov. 30		15	" " " " " " &c		8	152	5 47	8 15	8 15
Dec. 31		17	" " " H. M. Bry, 47 lbs. boiler iron		8	121	3 57	5 40	5 40
1867.									
Jany. 31		20	" " " Jno. Howe, for empty barrels		8	90	1 98	3 00	3 00
1871.									
Aug. 31		139	" " " sundries as per &c B. L. transferred		3	243	736 87	2, 506 49	2, 506 49
1872.									
Dec. 31		153	" " " Rosenfield, for house purchased by co		2	121	74 76	400 00	400 00
1874.									
Aug. 31		165	" " " La. Levee Co., for work at Delta			243	55 08	1, 019 75	1, 019 75
1867.									
Jany. 31		22	" " " Henry Stahlbrock, for assistance rendered him in contract for La Fourche & Crew Lake bridges		8	90	631 96	957 54	957 54
1869.									
Apl. 30		48	" from J. S. Dickson, for 2 mules sold		6	1	.....	200 00	
"		"	" " Gerspach & H., for boiler iron			"	126 65	63 74	
									263 74
1867.									
Jany. 31		20	" " J. E. McGuire, for sundries		8	90	8 82	13 38	13 38
1871.									
Jany. "		123	" " H. B. Bruser, for engine Chinquepin		4	90	72 26	212 50	212 50

Detailed statement of earnings and sums received from miscellaneous sources by Ludeling and associates, &c.—Continued.

Date.	No. V.		Time.	Interest.	Principal.	
'73. Nov. 30	.....	.....	.....	.....	.....	
1873. Nov. 30	162	By from Geo. C. Waddill, for lands sold him	1 152	245 06	2,153 77	2,153 77
1874. Aug. 31	165	" " " " " " " " " "	243	29 75	550 89	550 89
Novr. 30	169	" " " " " " " " " "	152	39 52	1,170 11	1,170 11
1866. Aug. 31	6	" " A. B. Charpentier, of N. O., dict. on bill	8 243	.....	3 20	
" "	"	" " same	"	2 74	75	
						3 93
1869 Jany. 30	52	" " Goodhue & Shawver, for advances	5 305	48 65	104 01	104 01
1870. Feby. 14	87	" " Canal Bank, for anticipated payment of note	5 76	18 76	45 00	45 00
1873. Nov. 30	162	" " W. R. Gordon, dif. int. on ⅜ fav. co	1 152	.....	120 31	120 31
1874. Jany. 31	171	" " La. Levee Co., on note	1 90	3 27	32 63	32 63
1875. Apl. 30	.....	" " overfreight ⅜ transferred	1	5 20	64 88	64 88
1868. May 31	36	" " Irwin & Simms, for cypress timber	6 335	5 21	12 00	12 00
1869. Nov. 30	76	" " J. H. Collins, for various articles	5 152	594 35	1,370 18	1,370 18
1871. Mch. 31	128	" " Jube Smith, for mule sold him	4 31	65 38	200 00	200 00
'71. Aug. 31	136	" " Jno. Berry, amt. pd. him in error	3 243	.....	51 15	
" "	"	" " Rid. Turner, " " " " "	"	.....	93 00	
						144 15
1869. May 31	63	" " J. S. Dixon, amt. of his order, favor G. C. Waddill, at debit of construction, E. S. D. ⅜ in error	"	444 07	1,392 80	1,392 80
		Amount carried forward	.....	207,188 34	.....	950,893 31
[538]		Amount brought forward	.....	207,188 34	.....	950,893 31
1871. Aug. 31	J. f., 136	For this sum, being value of 32,000 cross-ties, charged in 1870, to Construction E S. D. ⅜, but				
July 31	"	used during fiscal year ending Aug. 31, '71, in maintenance of track between Delhi & Monroe, & chgd. to expense ⅜, transportation dept	3 274	5,777 07	19,200 00	19,200 00
		Amt. received from F. P. Stubbs, for lands in town of Monroe, lying between Hall street, Depot street, Bayou De Seard road, and Henry street, and all that part of the Willson purchase lying back or east of the portion sold by V., S. & T. Railroad Co., to H. M. Bry; the two tracts containing the aggregate, 41 $\frac{44}{100}$ acres	.....	.....	.....	5,000 00

		By amt. of dif'erence favor of the North La. & T. R. R. Co., carried to principal (interest completed @ 8 % to May 1st, 1875)		361, 531 38		
		By balance due the North La. & T. R. R. Co., carried down to folio 150				1, 093, 584 46
				574, 496 79		2, 068, 677 77
1875.		Omitted, journal folio 81:				
Apr. 30		This sum recd. for "over" & damaged freight sold			64 88	64 88

Referred to and submitted with report as to account of defendants.
(Signed)

F. A. WOOLFLEY, *Special Master.*

539 *Report of special master as to account of property surrendered by defendants to the receiver.—Part 2.—Filed January 17th, 1876.*

U. S. circuit court, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY et al. } No 5033.

To the honorable the judges of the circuit court of the United States for the district of Louisiana.

The undersigned, in obedience to the decree rendered in the above-entitled cause, has made a report of the bonds produced and proved before him, and his judgment thereon.

I now report upon so much of the said decree which requires me to take an account of the property of the Vicksburg, Shreveport and Texas Railroad Company, and to receive and cancel the deed executed by M. C. Hardy, sheriff of the parish of Ouachita, bearing date the fifth (5th) day of February, 1866, and which vacates the proceedings under the "executory process" issued against the said Vicksburg, Shreveport
540 and Texas Railroad Company, at the suit of William R. Gordon, and which conveys to the purchasers at the sale of the property described in the mortgage to John Ray, by said company, dated the 1st September, 1857, in which John F. Ludeling, William R. Gordon, John Ray, Francis B. Stubbs, Wesley J. Q. Baker, John A. McGuire, Robert Ray, Joseph P. Crossley, Charles W. Phillips, Robert C. Strother, Christopher H. Dabbs, George C. Waddill, William M. Pinckard, Henry M. Bry, and James U. Horne, are grantees.

The exhibit marked "A," hereto annexed and submitted as part hereof, which is a receipt signed by John W. Green, the receiver, acknowledges the receipt of the property therein specified from the defendants, and it purports to be, on the part of the defendants, a full surrender of all the property embraced within the said mortgage or by any of its terms except in reference to certain lands sold by them, or lands exchanged for other lands—the lands received by the defendants for the lands which they transferred.

I further report that no exception has been made to the terms of this surrender, nor to its sufficiency or fullness. Should it happen
541 that there is an error the complainants can apply for its correction when discovered.

I recommend that the sales and exchange of the lands be confirmed, and that the property received in exchange be sold as mortgaged property, and that the deed made at the sale to any purchaser shall convey all the title vested in the parties to this suit, whether plaintiffs or defendants.

Respectfully submitted.

(Signed) F. A. WOOLFLEY,
Special Master.

NEW ORLEANS, *January* 15, 1876.

EXHIBIT A.

The annexed receipt of J. W. Green, receiver, appointed by the honorable the circuit court of the United States for the 5th circuit, district of

Louisiana, to take charge of the property and effects of the Vicksburg, Shreveport and Texas Railroad Company, comprises all the property purchased by John F. Ludeling and associates, at the sale on the 3d day of February, 1866, and which has come into the possession of any one of said purchasing parties since the 23d December, A. D.
542 1865, and also including all the personal property and improvements of every kind added to or placed on said railroad by John F. Ludeling and associates, or the North Louisiana and Texas Railroad Company, except the following property included in the original purchase:

Forty one $\frac{44}{100}$ acres of land at Monroe, now sold to F. P. Stubbs for five thousand dollars, the price whereof is accounted for in account B, filed with this account. This property has been sold to various persons, many of whom have improved the same.

The right of way and lands near De Soto, acquired from Z. White by the Vicksburg, Shreveport and Texas Railroad Company, consisting of the right of way and about thirty-five acres of land, were exchanged for right of way and depot grounds at Delta, there being the right of way with twenty-one acres of land included in the depot grounds at Delta, being of much greater value than the property acquired from said Z. White.

The property in Shreveport, sold to F. P. Stubbs, being still in his possession, he retransfers to the Vicksburg, Shreveport and Texas Railroad Company.

543 There was three thousand ninety-nine $7\frac{72}{100}$ acres of land sold to G. C. Waddill, part of the U. S. land grant to the co. for the sum of three thousand eight hundred and seventy-four $\frac{77}{100}$ dollars, the price of which is accounted for in account B.

The above are the only lands of the Vicksburg, Shreveport and Texas Railroad Company disposed of by respondents in this case.

The only other property belonging to the Vicksburg, Shreveport and Texas Railroad Company which case into the possession of Ludeling and associates, not herein accounted for, was old iron and such things that were useless for the purposes of the railroad, and which have been sold and the proceeds accounted for in account B.

H. R. JACKSON ET AL.
vs.
V., S. & T. R. R. ET AL.

I, John W. Green, having been appointed by the hon. the judge of the U. S. circuit court for the fifth circuit, district of Louisiana, in
544 the above-entitled case, do hereby acknowledge to have received from W. R. Gordon, superintendent of the North Louisiana and Texas Railroad Company, possession of the following property and effects, viz:

The entire railroad of the said company, extending from a point on the Mississippi River to the Texas State line, of which there is finished and being operated that portion from Delta westward to Monroe, $71\frac{95}{100}$ miles of main track and about two miles of sidings, and that portion between Red River and the Texas State line, about twenty miles, now in possession of, and being operated by, the Texas Pacific Railroad Company.

Condition of latter section of road is unknown. Of the first-mentioned $71\frac{95}{100}$ miles about six and one-half miles is at present submerged on account of the overflow of the Mississippi River.

Forty-six miles of track is, as regards alignment and surface, in fair condition; the remaining twenty-six miles visible show a rough surface. About seven thousand cross-ties are required to replace decayed ties now in track.

545 Rails generally in fair condition.
Four hand-cars (serviceable).
Three " " (bad condition).
Six push-cars (serviceable).
Two " " (bad condition).
Two crank-cars, one serviceable, the other good.
Six shovels (serviceable).
Ninety-one spades (good).
Thirty " (defective).
Twenty-two pick-axes (good condition).
Twenty-one claw-bars (good).
Six pinch-bars.
Fifteen spike-malls, in good condition.
One " " in bad condition.
Twenty-three axes (good).
One " (bad).
Twelve foot-adzes, in good condition.
Five scythes, good.
Nine brush-hooks, good.
Twelve track-*gua*ges.
Ten road-*gua*ges.
Five grindstones, serviceable.
One " " fixture.
Four cisterns, good.
Three hand-axes, good.
Six hand-saws, good.
One " " bad condition.
Six 1½ augers, good.
Seven crosscut saws.
Ten spirit-levels (pocket size).
Nine tamping-tools.
Five boats (fair condition).
Five batteaus (serviceable).
Two track jack-screws (good).
Five spike-poles (good).
546 Two cross-ties tongs (good).
Two monkey-wrenches (defective).
Two pumps (unserviceable).
Two well-buckets.
Two & half kegs spikes.
Nine bars, hooks & chisels, to repair bridges under water.
Four jack-screws (good).
One pile-driver (hand power), somewhat worn.
Four pile-hammers.
An iron straightener (good).
Nine section-houses, in good order.
Six " " in bad order.
Two shanty-cars.
One drill-press.
Eighteen drill-presses.
Tools from ¼ to 1¾ in.

One 26-inch lathe.
12 f't shears, with screw-cutter attached.
From Niles Tool Work, Cin., Ohio:
Sixteen lathe-tools.
One planing machine.
Eight " tools.
One small hand-lathe.
Thirty-six feet shafting.
Seven pulleys.
Six pairs gas-pipe tongs.
Seventeen wrenches.
One ratchet.
Two crank-pin forges.
Five vices.
One pair shears.
One hack-saw.
One dog for lathe.
One steam guage tutor.
One set gas pipe dies, from 1 to 2 inches.
Forty-one head-light chimneys.
Four red-light lanterns.
Two circular-saws and 1 frame.
Twenty lbs. round copper.
547 Three coach globes.
One punching-machine for R. road iron.
One small hand-punch.
One hand-cylinder boring-machine.
One ream of emery paper.
One roll of white bunting.
One " " red "
Twenty feet 4-inch belting.
Two y'ds oil-cloth.
Half barrel lard oil.
Three quarter kegs emery.
One box car candles.
One and half b'r'ls tallow ..... 590 lbs.
Three b'r'ls engine oil.
Two " coal "
Fifty feet rubber hose.
Half dozen shovels.
One bush-scythe.
Three picks.
Thirteen rubber buffers.
One bale waste.
Thirty-five p'c's car-seat fixtures, right & left.
Half doz. hand axes.
One side sole leather ..... 20 "
Nineteen new copper flue'.
Half-inch sq'r nuts ..... 60 "
One " " " ..... 100 "
Three-q'r inch 6-sided nuts ..... 74 "
Five-eighth " " " ..... 70 "
One " " " ..... 82 "
One " nuts ..... 60 "
Five-eighth inch 6-sided nuts ..... 200 "
548 Seven-eighth inch 6-sided nuts ..... 155 lbs.

	One and q'r inch 6-sided nuts	220 lbs.
	Three-q'r inch nuts	200 "
	¾-inch cut washers	30 lbs.
	⅞ " " "	30 "
	1 " " "	35 "
	1 " " "	20 "
	3 new hand-pump plungers.	
	Packing yarn	50 lbs.
	2 rolls black o. cloth for car seats.	
	21 lbs. bell rope (common).	
	67 lbs. fish-bar bolts with thread.	
	1 sheet sheet-copper	24 lbs.
	3¼ " Russia iron.	
	5 broad axes, 12 inches.	
	1 pipe for water-tank valve, complete.	
	4 equalizers for passenger-coach.	
	1 live head for lathe.	
	3 pulleys.	
	32 rolls roofing-paper left from round-house.	
	8 new irons for trucks, 3½ × ⅞	560 lbs.
	4 p'c's " " " 2½ × ½	110 "
	4 bars 4 × 1	495 "
	7 " 1½ × ½	202 "
	6 " 2½ × ½	325 "
	12 " round iron 1	446 "
	4 " flat " 4½ × 1½	1,195 "
	3 " round " ⅞	72 "
	2 " sq'r " ¾	41 "
	3 " " " 1¼	197 "
	1 " " " 1¾	112 "
	14 bars sq. iron, ½	120 "
549	82 bars round iron, ⅝	695 lbs.
	7 " " " ¾	105 "
3	" spring steel, 3½x⅜	181 "
11	" round iron, ¼	20 "
1	" tool steel, 2x2	52 "
2	" " " 1½x1½	134 "
1	" " " 1¾x1¾	42 "
1	" " " 1½x¾	12 "
3	" chisel steel, ¾	45 "
	Scrap steel	1,770 "
	116 car-door slides	325 "
	New iron	285 "
	10 bars ⅞ round iron	315 "
	12 " 1½ inch " "	2,550 "
	4 " 1⅛ " " "	350 "
	21 " 1½ " " "	2,825 "
	11 " " "	572 "
	36 " ¾ "	357 "
	10 brake wheels	284 "
	32 side bearings	335 "
	2 pump cylinder 3 air chambers	239 "
	28 arch castings	210 "
	5 pinions for hand-car	106 "
	1 driving-gear	53 "
	2 spiders for engine	105 "

	2 shire	80 lbs.
	4 pile-driver rol'ers	435 "
	7 p'c's draw-bridge catches	550 "
	74 wedges for cars	354 "
	Lot of cast-iron scrap	10,756 "
	3 frogs	4,495 "
	Cast-iron scraps	225 "
550	5 turn-table wheels	575 lbs.
	12 driving-springs.	
	6 truck "	
	8 spiral "	
	2 cones for smoke-stack.	
	1 saddle " "	
	1 locomotive tire & piece	700 lbs.
	1 " axle	540 "
	Old brass	730 "
	New "	305 "
	First class scraps of wrought iron that may be used again in fitting up cars, engines, pile-drivers, &c	2,961 lbs.
	First class old wrought iron	955 "
	" " " "	300 "
	Old wrought-iron scraps	650 "
	1¾ inch gas-pipe	119 ft.
	1¼ " "	133 "
	2 " "	82 "
	Old wrought-iron scrap	5,015 lbs.
	Assorted bolt-nuts	75 "
	Old car-bolts assorted	633 "
	Old bridge bolt-nuts	705 "
	Unfinished car-bolts	240 "
	" hangers	216 "
	35 top & bottom swedges (steel)	120 "
	Chizels, flatters, fullers, & punches, bottom set (35) pieces.	600 "
	4 sledge-hammers & 2 hammers	75 "
	Heading tools	80 "
	31 pairs of tongs	197 "
	2 anvils, 300 lbs. each	600 "
551	7 locomotive springs refitted.	
	1 face-plate, 2 x 3⅛.	
	1 large swedge-box, with assorted swedges.	
	Wrought-iron scrap	200 lbs.
	5 vices.	
	2 40-inch bellows.	
	6 iron truck-frames for tenders.	
	38 car-pockets	570 "
	17 sand-board castings	170 "
	16 spring castings	176 "
	22 p'c's wrought-iron switch rope rings	242 "
	14 trees rod-castings	70 "
	14 side-bearings	140 "
	8 wrought-iron hangers for coach	152 "
	12 " " "	122 "
	4 tail-bars	60 "
	Car-castings	85 "
	Car-bolts, finished	120 "
	11 p'rs Custer plates	429 "

Finished truck arches ..... 640 lbs.
Slides for car doors ..... 598 "
Bridge-bolts, finished ..... 3,100 "
" washers ..... 2,800 "
Old car-bolts ..... 500 "
25 box-cars.
17 box-cars built in 1870; during '71, '72, '73, '74 the remaining 8 cars were added. All of the above cars in serviceable condition.
25 flat cars built since '71. All in serviceable condition.
552 4 passenger-cars, one constructed in 1859, was thoroughly repaired in 1866, and now requires thorough repairs.
3 second-class and small cars, constructed in '71 & '72. Repairs needed.
2 small baggage cars, in serviceable condition; 1 small emigrant car, not serviceable.
1 pile-driver car.
56 p'rs of wheel' on axles.
25 draw heads, 198 lbs. each ..... 4,950 lbs.
37 car boxes, 46 " " ..... 1,702 "
Old car iron ..... 200 "
Timber on hand ..... 1,720 ft.
2 tender frames & truck timber.
4 setts of truck timber.
As. cut nails ..... 506 lbs.
1 railroad-iron straightener.
Small lot of R. R. iron, about ½ doz. bars, in bad order.
Railroad spikes ..... 50 lbs.
One engine-house (new), roofing incomplete, pitch & part of gravel for completion of same on hand.
Six stalls, with pits, etc.
Machine, carpenter, and blacksmith shop, of temporary character.

DEPOT GROUNDS.

At Shreveport.—The grounds acquired by the Vicksburg, Shreveport and Texas Railroad Company, all of which are in the possession of the T. P. R. R.
553 At Monroe.—About 19 acres of land, as shewn by plat on file in office.
At Girard, Delhi, and Tallulah.—Depot grounds are shewn by plats on file in office.
At Delta.—About 21 acres of land, as shewn by plat, and the right of way from eastern terminus to intersection with old road-bed.

DEPOT BUILDINGS.

Monroe.—Small, & of temporary character.
" —Cotton platform & shed, in good order.
Gordon's.—Depot new and in good order.
Girard.—Depot in good order.
Rayville.—Depot small; serviceable.
Delhi.—Depot good order.
Tallulah.—Depot " "
Delta.—Depot good order, with ample platform.
Delta.—Passenger room & ticket office good order.
" —Rooms for ag't; laborers' house—small.
" —Engine house; accommodation for one engine.

WOOD AND WATER STATIONS.

Monroe.—One tank; steam pump.
Lafourche.—Wood-shed and tank; good order.
Waverly.—Tank; good order.
Gassy Lake.—Double tank; good order.
2½ Mile-Post.—Double tank; small; no pump.

TURN TABLES.

Monroe.—Table serviceable.
Delhi.— " in good order.
Delta.— " new.

LOCOMOTIVES.

554 Caddo.—Built in 1871, by Rodgers Locomotive Works. Diameter of cylinder, 13; length of stroke, 22; diameter of driver, 5 feet. Two pairs truck-wheels needed. Engine and tender should be repainted; in all other respects in good condition.

Richland.—Built in 1871, by Rodgers Locomotive Works. Diameter of cylinder, 13; length of stroke, 22; diameter of driver, 5 feet. Two pairs truck-wheels required; two pairs tender-wheels required. Engine and tender need painting; in other respects in good order.

Ouachita.—Was built in 1860, by M. W. Baldwin. Diameter of cylinder, 12 in.; length of stroke, 24 in.; diameter of driver, 4 f't 6 in. (Cylinders in bad condition; needs new tires; full sett of engine-trucks and tender-wheels needed; painting, &c.)

Macon.—Was built in 1860, by M. W. Baldwin. Diameter of cylinder, 12 inches; length of stroke, 24 in.; diameter of driver, 4 feet 6 in. (New trucks and tender-wheels needed; new tires required, and other slight repairs, painting, &c.)

Julia Reed.—Was built in 1860, by M. W. Baldwin. Diameter of cylinder, 10½ inch.; length of stroke, 22 inch.; diameter of driver,
555 5 feet. (Engine in serviceable condition, tho' slight repairs are needed, and painting.)

Madison.—Was built in 1857, by Norris. Diameter of cylinder, 10½ inches; length of stroke, 24 inches; diameter of driver, 4 f't 6 in. (One cylinder patched; new tires needed; new truck-wheels needed.)

Jno. Ray.—Was built (supposed) 1859 by Moore & Richardson. Diameter of cylinder, 13 inch; length of stroke, 20 inch; diameter of driver, 5 f't. (Engine was burned in engine-house at Monroe during Federal raid in 1864, and is in a wrecked condition).

Two transit instruments (in bad order).
One leveling " " " "
Eight tripods.
One leveling instrument, apparently in good order.
One transit instrument, " " " "
Two tripods.
One transit tripod, &c., good order.
One level & tripod, " "
8,560 f't lumber for tank at Holly Ridge.

OFFICE.

Clear list of lands granted to V., S. & T. R. R. Company by act of Congress approved June 3rd, 1856.

List of new reverted lands, dated at Gen'l Land Office, April 25, 1873, thus placing me in possession of all the lands granted by Congress, ex-

cept such as were sold by the V., S. & T. R. R. and N. L. & T. R.
556 R., as shown by acts of sale passed before recorder of Ouachita Parish.

All the notes described in the sheriff's deed as amounting in the aggregate to twenty-eight thousand eight hundred and sixty-three dollars and twenty-nine cents, except four notes, viz: D. J. Hammond, due 1–4 March, 1860, three hundred and ninety-nine dollars and thirty-three cents, and same, due 25–28 October, 1860, five hundred and ninety-eight dollars and ninety-nine cents, which are said to have been placed in the hands of Morrison and Purvis by the president of the V., S. &. T. R. R. for collection, and the notes of R. W. Faulk, due 8–11 December, 1864, one hundred and ten dollars and fifty-three and one-third cents, and same, due 8–11 December, 1865, for one hundred and ten dollars and fifty-three and one-third cents, which are said to have been delivered to Faulk in consideration of his reconveying the lands for which they were given to the company, loosing the sum he had paid on a/c, which conveyance is filed and delivered with notes; and except also draft of Jo. Buie on Wright and Allen for five hundred and thirty-three dollars and thirty-three cents, which is said to have been placed by president of V., S. & T. R. R. in hands of Messrs. Morrison & Purvis for collection.

557 "Bills receivable and protected bills" described in sheriff's deed, viz:

W. S. Parham's receipt	341 55
A. L. C. Magruder's acceptance	112 50
A. D. Matingly "	375 00
H. P. Wells' receipts	875 00
Hugh Shorts' "	550 00
C. A. Defrance, 2 d'fts	750 00
F. H. G. Taylor's d'ft	300 00
Duff, Green & Co., d'ft	750 00
J. W. W. Brock "	750 00
J. C. Cowper's obligation	1,650 03
M'r's Case, d'ft	1,100 00
Madison Parish, obligation	5,069 41
R. M. Taber's notes	1,781 13
Cha's Blount's d'ft	300 00
S. A. Garner's "	100 00
T. W. Phillips "	720 17
D. R. Thompson "	330 00
W. D. Reed's "	425 00
L. E. Love "	422 44
J. H. Wolf's "	250 00
Stock N. O., J. & G. N. R. R.	$275 00
1 large note portfolio.	
Claim due by Southern Railroad Co	3,300 72
" " " Brown, Johnson & Arthur	2,000 00
Balance due on individual subscriptions	261,142 62
" " " city of Vicksburg subscription	56,822 90
" " " " Shreveport's "	5,323 77

Package containing deeds to right of way and depot grounds in Caddo Parish and city of Shreveport.

1 sett books, cash, journal, and ledger.

Minute book (directors).

do do (stockholders).
Register of lands.
Ledger of land department.
Old scrap-book.
558 Bills-receivable book.
Stock ledger.
Stock abstract-book, mutilated.
Land description book.
Construct "
Land maps (Monroe land district).
Blank receipt book for lands sold.
Invoice-book.
Lot baggage checks.
Lot coupon tickets.
Lot local tickets.
1 letter-press table.
2 counters and drawers.
1 standing desk.
1 sitting desk.
1 small desk.
1 armoir (with pigeon-holes).
1 large armoir.
6 arm chairs.
10 small chairs.
1 standing desk, 1 sitting desk, 1 office table, and 1 armour or book-case, glazed doors, belong to Judge Jno. T. Ludeling, and will be delivered to him when called for.
Lot stationary, blanks and blank books.
Land map of located road.
Map of Louisiana.
1 seal press.
1 case drawers for local tickets.
1 local-ticket case.
Sales of land.
559 Tax stock-book.
1 unabridged dictionary.
Map of depot grounds, Monroe, Girard, Delhi, Tallulah, and Delta.
Profile Ouachita bridge site.
Notes and cross sections Lafourche embankment.
2 tape-lines.
Lot memoranda.
Lot car-kegs and receipt for same.
27 " first-mortgage construction bonds" of the V., S. & T. R. R. Company, having each 40 coupons attached numbered 722, and 723, and 726 to 750 inclusive.
3 office lamps.
1 German student's lamp.

DEPOT AT MONROE.

1 each freight received and forwarded (in case).
4 cotton-receipt books.
1 coupon-ticket case
1 local-ticket case.
1 iron safe; belongs to Judge Jno. T. Ludeling; will be delivered when called for.

1 old table.
2 standing desks.
1 platform scale (bad order).
1 warehouse truck " "
1 lot blanks and tariffs.
1 cotton truck.
1 stamp, ea. half and special.
3 inkstands.
2 dating-stamps.
2 lanterns (bad order).
3 lamps.
2 oil-cans.
1 hatchet.
1 stove.
2 cotton-hooks.
2½ kegs nails.
1 l'ge reflecting lamp.

DEPOT AT GIRARD.

560 2 freight received books (1 full, 1 new).
1 " shipped " (nearly full).
1 inkstand.
2 receipts for fr't delivered (1 full, 1 half-full).
2 cotton-receipts (in use.)
1 cash-book (nearly full.)
Lot blanks, stationery, &c.
Tariffs.
1 dating-stamp.
4 signal lanterns.
1 platform scales.
1 crow-bar.
4 cotton-hooks.
1 warehouse-truck.
1 ticket-case.

DEPOT AT RAYVILLE.

1 each freight shipped and received (in use.)
Receipts for freight delivered " "
Cotton-receipts " "
Dating-stamp.
1 lantern.
1 ticket-case.
1 standing desk, tariffs, stationery, &c., cash-book.

DEPOT AT DELHI.

1 each shipped and received (in use.)
2 cotton-receipt books " "
1 receipt fr't delivered " "
1 cash-book " "
1 ticket-case.
1 dating stamp.
1 platform scale.
1 warehouse-truck.
1 office-desk.

Lot blanks and tariffs.
1 old table.
1 office stove (in use.)
1 pinch-bar.
1 ladder.

DEPOT AT TALLULAH.

561 Freight receiver & shipper, 1 each (in use.)
" delivered " "
2 cotton-receipt books, " "
1 cash-book, 1 standing desk (with drawers.)
1 dating stamp, 1 ticket-case, 1 stove.

DEPOT AT MOUNDS.

1 each, freight received and forwarded (in use.)
2 cotton-receipt books, " "
1 dating stamp, 1 ticket-case.
Lot blanks and tariffs.

DEPOT AT LAFOURCHE.

1 each, freight received and fr't shipped (in use.)
1 ticket-case, 1 dating stamp.
Lot stationery, blanks, &c.

DEPOT AT DELTA.

1 desk, 5 inkstands.
5 office table'—3 in fr't office, 1 t'k't office, 1 officers' room.
2 standing desks with drawers.
1 large copying-press and stand.
2 water coolers.
15 chairs—7 at ticket office, 3 in fr't office, 5 in officers' room.
4 stoves—1 in fr't-office, 1 ticket-office, 2 in officers' sleeping department.
1 bill-head rack, 1 warehouse truck.
1 cotton-truck, 1 warehouse scales.
4 office lamps, 2 head-lights.
6 tarpaulins—2 on line road, 4 at Delta.
5 square reflecting lamps.
1 cash book (in use,) 1 fr't receiver (in use.)
1 cotton receiver (in use.)
562 1 lot shipping-books (in use.)
1 impression book (in use.)
3 water-buckets, 1 bill book.
3 bills-lading books (in use.)
2 receipt books. " "

DEPOT AT DELTA.—*Continued.*

Small lot bills lading, bill-heads tariffs, &c.
1 iron safe, belonging to Jno. Ray, to be delivered by receiver when called for.

Furniture of ticket office:
1 looking-glass.
1 ticket case.
1 dating stamp.
Carpet on passenger room.
(Signed) J. W. GREEN,
Receiver.

APRIL 13th, 1875.

Notice of filing of reports of special master.—Entries in chancery order-book of 17th January, 1876.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS Railroad Company et al. } No. 5033.

JANUARY 17th, 1876.

The parties in interest in this case are hereby notified that the special master has this day filed his report as to account of property surrendered by defendants to the receiver.

563 HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et al. } No. 5033.

JANUARY 17TH, 1876.

The parties in interest in this case are hereby notified that the special master has this day filed his report as to account of defendants.

Plaintiffs' exceptions to master's report as to account of defendants (part 3), filed January 17th, 1876.

In the circuit court of the United States, district of Louisiana.

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company, Ludeling et al. } No. 5033.

Master's report.

Exceptions taken to the special reports filed by F. A. Woolfley in this cause, under the 5th paragraph of the decree of the Supreme Court of the United States relative to the account of the property received by the defendants in this cause.

564 The master has reported that the said plaintiffs are not entitled to any sum of money for profits, nor for any rent due, because the expenditures of the defendants on the property and their expenses incident to the management being in excess of the receipts for the property, whereas he should have reported that the defendants, being occupants in bad faith and without legal right or title, but acquiring the same by fraud, were not entitled to claim for more than the necessary and indispensible expenditures, and were chargeable for all the receipts for the said road.

2. That it being established that the defendants were fraudulent possessors, they were chargeable with the profits which might have been made. It appears from the report that with the repairs on the road there would have been an annual net profit which the plaintiffs are entitled to.

3. It appears that on 3d February, 1866, that the property was bid off at $550,000 and that the defendants bid $525,000 for the same, and that subsequently that they entered and held the same until 1875. The plaintiffs are entitled to compensation for this occupation of the
565 property without color of title, but under a title declared to be fraudulent and void, and that the allowance should be made with reference to the interest on the sum aforesaid.

Because of the matter of these exceptions, and for the overruling of the claims submitted by the plaintiffs, the plaintiffs file this statement and pray that the report be modified, and that the plaintiffs' claims be allowed by the court.

(Signed) J. A. CAMPBELL,
Sol. for Comp.

Extract from chancery order-book of 17th January, 1876.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT, AND TEXAS RAILroad Company et al. } No. 5033.

JANUARY 17TH, 1876.

The plaintiffs herein have this day, by their solicitor, J. A. Campbell, filed their exceptions to the special reports filed by the special master.

566 *Defendants' exceptions to master's report as to account of defendants (part 3).—Filed February 17th, 1876.*

U. S. circuit court, district of Louisiana.

H. R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT, AND TEXAS RAILroad Co. et. al. } No. 5033.

Defendants in the above-entitled case except to the special master's report, being report endorsed "Report of special master as to account of defendants, part three (3)" and filed January 17th, 1876, on the following grounds, and pray the amendment thereof as follows:

1st. Def'ts pray that their account as stated by them and filed with the special master be allowed in all its items and parts.

2nd. That the item of one hundred and thirty-six thousand two hundred and six dollars and twenty-eight cents ($136,206$\frac{28}{100}$), which has been omitted and rejected by the special master, charged in def'ts' account as interest actually paid on moneys raised in constructing the
567 railroad, and which is charged on construction account, should be allowed to defendants as money actually paid out and expended in the progress of constructing and repairing the said railroad, and not what defendants charge as interest due them for delay in repairing them for money expended defendants in constructing and repairing the said railroad, in the procurement of materials and labor put upon said railroad.

3rd. The special master has also rejected and failed to allow two thousand one hundred and ninety-eight $\frac{98}{100}$ dollars ($2,198.98), charged in defendant's account as interest actually paid on funds raised to employ labor and procure materials to keep the railroad in repair after it was reconstructed, at times when it had been damaged by overflow or otherwise, and there was not money on hand to repair it. This was money actually paid out by defendants, and not interest charged by them on money advanced by defendants for the delay in repayment thereof.

4th. The special master has failed to allow an item of defend-
568 ant's account of ninety $\frac{83}{100}$ ($90.83), standing as charged to expense account in defendants' account. This item is the amount of overcharges on freight ascertained at the close of the account each year, and is accordingly charged to expense account to balance the accounts of earnings and expenses.

5th. The special master has rejected and failed to allow the item of three hundred and sixty-one thousand five hundred and thirty-one $\frac{38}{100}$ dollars ($361,531.38), difference of interest between the accounts for amounts of construction and repairs and receipts of earning of the railroad, as is shown by defendants' account, interest being charged at eight per cent. per annum, which is an error and should be corrected by allowing defendants this amount in addition to what has been allowed by the master, and the correction of the other errors in the special master's report.

6th. That the special master, in his report, has allowed defendants all the items claimed by them, except such as are hereinabove stated, for which correction is prayed, but in striking a balance the master has made an error of nine thousand three hundred and twenty-six $\frac{39}{100}$
569 dollars ($9,326.38) against defendants, as will appear by the items and evidence, and which defendants pray may be corrected.

7th. Defendants further except and say that the master should have rejected in toto the claim of plaintiffs to have surrendered to them the bonds issued by the State to and in favor of the North Louisiana and Texas Railroad Company as such bonds were not to or in favor of the plaintiffs or the Vicksburg, Shreveport and Texas Railroad Company, have no connection with this suit, are no part of the mortgage property, have not been claimed in the original pleadings in this case, and never were any portion of the property of plaintiffs nor of the Vicksburg, Shreveport and Texas Railroad Company, and have no proper connection with this suit, even if any such ever existed.

8th. Defendants further except to the special master's report and say that in accordance with their claim as set up in the statement of their claims against the plaintiffs and the Vicksburg, Shreveport and Texas Railroad Company, the master should have found that defendants
570 were entitled to retain possession of the railroad and property until the sum due them for materials and workmanship in building and repairing the railroad, and operating the same, had been paid and should have fixed a time within which such payment should be made by plaintiffs; and in the event of failure to make such payment within such time, that then the railroad and property should be sold to pay such sums due defendants, and that defendants should be paid out of the proceeds of such sale in preference to the claims of plaintiffs thereon, or of any other person, as under the laws of Louisiana they are entitled in such cases, and which is recognized by the court in the decree in this case. Defendants pray that their rights of preference, lien or privilege on the said railroad and property be recognized and

that the award be amended as herein prayed for, and for all general and equitable relief, &c.

(Signed) JOHN RAY, *Atty.*
(Signed) WILLIAM H. HUNT,
Def't's Sol'r.

571 *Extract from chancery order-book of 17th February, 1876.*

H. R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et al. } No. 5033.

FEBRUARY 17th, 1876.

The defendants herein have this day filed their exceptions to special master's report on defendants' account.

Order cause set down for final decree.—Extract from minutes of 18th February, 1876.

H. R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et al. } No. 5033.

On motion of J. A. Campbell, solicitor for the plaintiffs, ordered, that this cause be set down for a final decree upon the pleadings, proofs, orders, decrees, reports of the master, and the exceptions thereto, and for such orders as may be proper to settle the equities between
572 the parties, on Thursday, the 16th day of March, 1876, at 11 a. m., and that the parties in interest be notified.

Marshal's return.

Received February 19th, 1876, by the U. S. marshal, and on the same day served John Ray by leaving the same at his office with his clerk.

(Signed) S. B. PACKARD,
U. S. Marshal.
By S. W. REED,
Dy Marshal.

Hearing and submission of reports of special master.—Extract from minutes of 16th March, 1876.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et al. } No. 5033.

This cause was called on the reports of the special master, to wit: 2d. As to the property surrendered by defendants to receiver. 3rd. As to the account of defendants; and 4th. As to the sale of the property.

Present, Jno. A. Campbell, H. M. Spofford, W'm H. Hunt, and John Ray.

573 And after hearing argument the court took time to consider.

Decretal order.—Entered and filed May 27th, 1876.

U. S. circuit court, dist. of Louisiana.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company et al. } No. 5033.

This cause came on to be heard upon the exceptions taken by both parties to the report of the master, part 3, filed January 17th, 1876, and was argued by counsel. On consideration whereof, the court, without passing specifically on any of said exceptions, orders that the report of the master be recommitted to him to enquire further and report what improvements or betterments upon the property of the Vicksburg, Shreveport and Texas Railroad Company remain on the same which were constructed or placed there by the defendants during their occupancy, and the value of the materials thereof, and the price of the workmanship on the same.

574 2. He will also state an interest account upon the price of the workmanship and of the value of the materials at the time of the expenditure for them, at the rate of five per cent. per annum.

3. He will ascertain what interest is due, at the rate of five per cent., upon the sum of $161,476.69, the excess of gross receipts over the expenditures for maintenance.

4. The master may report any particular or special matter connected with this subject that he may deem proper.

May 27th, 1876.

(Signed) W. B. WOODS, *Judge.*

Report of special master.—Filed March 14, 1877.

U. S. circuit court, district of Louisiana.

H. R. JACKSON AND OTHERS
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Company and others. } No. 5033.

To the honorable the judges of the circuit court of the United States for the district of Louisiana:

The undersigned, as special master in the above-entitled cause,
575 pursuant to the directions of the decretal order of the 26th day of May, 1876, reports upon the matters referred in said order, after having called the parties before him:

1. I am directed to inquire what improvements or betterments upon the property of the Vicksburg, Shreveport and Texas Railroad Company remain on that property, and which were constructed or placed thereon by the defendants in this cause during the period of their occupancy; also, the value of the materials and the cost of the workmanship of the said betterments or improvements.

The court appointed and directed John W. Green and Henry B. Richardson as experts to examine the property of the said corporation during the summer and autumn of the year 1875. They performed their

duty with industry and apparent fidelity. They were directed to ascertain the property which was subject to the operation of the decree of the court, and what improvements or additions had been made by the defendants during the period occupancy and the value of the same.

576 The schedule B in their joint report contains the list of the additions erected and which remain, which I report as exhibiting a complete and detailed statement of the additions and improvements remaining on the land, and which were erected and placed on the property by the defendants during their occupancy. The values they report comprehends the value of the materials as they are found on the property and the value of the workmanship at the date of their report. Their report states the actual value of the same to the corporation, as they stood at the date of their report, to be three hundred and forty-seven thousand three hundred and sixty-one dollars and twenty-nine cents ($347,361.29). These and other witnesses state that the cost of workmanship was much greater at the time the work was done by the defendants, and they estimate that they had different rates of costs in different years.

I do not understand that, under the inquiry directed, I have to examine for any values except those which refer to the improvements or betterments which remain on the land, and which confer upon the

577 property additional value, or which can be surrendered or removed under articles 508 and 3407 of the revised civil code of Louisiana.

The testimony shows that the original costs of the improvements remaining on the land was in excess of the present value, and that the same improvements could be erected for a smaller sum than they originally cost. The condition of the country after the war, the disturbance in labor, and the expansion of the currency all tended to increase the cost at the time. It is impossible to select from the vouchers those which refer to the precise materials or the precise workmanship remaining. Now, evidence shows this. I assume that the cost of workmanship and materials on the whole would be twenty-five per cent. (25%) upon the present value, and accordingly report that the cost of workmanship and materials would be four hundred and thirty-four thousand two hundred and one dollars and sixty-one cents ($434,201.61).

II. Assuming four and a half (4½) years as an average for which interest should be allowed on the foregoing sum, $434,201.61, I

578 report that the interest thereon, at the rate of five per cent. per annum for that period, would be fifty-four thousand two hundred and seventy-five dollars and twelve and a half cents ($54,275.12½).

III. I report in favor of the plaintiffs and against the defendants the sum mentioned in said decretal order for excess of receipts over expenditures as found, one hundred and sixty-one thousand four hundred and seventy-six dollars and sixty-nine cents ($161,476.69). The interest on the same, at the rate of five per cent. per annum, assuming four years and a half as an average, would be twenty thousand six hundred and eighty-four dollars and thirty-eight cents ($20,684.38).

IV. I report specially upon the claims of plaintiffs and defendants:

1. The plaintiffs claim before me that the defendants, having been shown by the decree to be possessors in positive as well as constructive bad faith, and as having made their improvements, &c., with full

579 notice of the opposition and demand of the plaintiffs, they are therefore not entitled to any account for betterments or improve-

ments, except as a compensation for the claim for the fruits and emoluments they were entitled to claim.

2nd. The plaintiffs claim that they are not chargeable with any improvements or ameliorations on the land unless they shall agree to receive the same upon the condition of the final decree; and they specifically reserve, before me, all of their faculties and privileges as claimants under the bill to require of defendants to remove any of the improvements placed on the land during their occupancy at their own cost according to the terms of article 508 of the civil code of Louisiana, in case of mala fide possessors.

3d. The plaintiffs, who claim under the mortgage appended to the bill, insist that as mortgagees they are not affected by the claims for ameliorations or improvements under the 508th article of the civil code and they are only required to account for what they actually receive less the value of the fruits during the pendency of the suit.

Defendants' claim.

580 The defendants claim that the actual cost of the said improvements for workmanship and materials is eight hundred and eighty-four thousand and sixty-one dollars and sixteen cents.. $884,061 16
and interest on same @5% is..... 319,724 17

Total $1,203,785 33

They allow as a credit..... $161,476 69
and interest @5% on same..... 25,634 00

Total..... $187,110 69

And claim the balance of one million sixteen thousand six hundred and sixty-four dollars and sixty-four cents ($1,016,664.64), with a first lien and privilege upon the railroad, lands, right of way, rolling-stock, and other appurtenances of the railroad to secure its payment. These estimates are made upon the basis of the expenditures by the defendants in improvements and which they aver have been shown by the proofs.

I report the result without passing upon the validity of the claim. The basis of my report is the existing value of the materials on the property and their condition as an arranged and completed work at the time. Any just settlement, I think, must refer to the property
581 as it is for surrender and delivery to those persons which the decree of the court determines as entitled to it. Those persons ought not to be enriched by the workmanship or materials of others, nor should they be placed in a condition to pay for anything they shall not receive, nor to pay more than its actual value. The testimony of the experts, I think, is the best evidence before me on the subject.

I submit the claims of the plaintiffs and defendants with the testimony in the cause.

Respectfully submitted.

(Signed) F. A. WOOLFLEY,
Special Master.

MARCH 14TH, 1877.

Notice of filing of report of master.—Extract from chancery order-book of 14th March, 1877.

H. R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS R. R. Co. et al. } No. 5033.

MARCH 14TH, 1877.

The parties in interest in this case are hereby notified that the special master, to whom was referred this cause pursuant to the direc-
582 tions of the decretal order of the 26th May, 1876, has filed this day his report upon the matters referred in said order.

Exceptions of bondholders to report of master.—Filed April 10th, 1877.

In the circuit court of the United States, district of Louisiana. In chancery.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS R. CO. et als. } No. 5033.

Master's office.

The undersigned, on behalf of the holders of the bonds proved before the master, in this cause, and who claim under the mortgage filed in the cause and established in the decree, file exceptions to the report of the master.

1. The allowances of the master for improvements or betterments made during the pendency of the suit and after the defendants had been charged with a fraudulent appropriation of property they were not entitled to, and of which fraud they are connected, ought not to have been made.

2. The allowances for interest on costs of the improvements
583 ought not to have been made.

The plaintiffs did not authorize those improvements and do not consent to accept of them, and reserve their right to require the demolition of the works and constructions of the defendants or their removal at the expense of the defendants in case the court shall determine that the defendants have any claim for compensation for them or any right in them.

(Signed) J. A. CAMPBELL,
Sol'r for Compl'ts.

Extract from chancery order-book of 10th April, 1877.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS R. R. Co. et al. } No. 5033.

APRIL 10TH, 1877.

John A. Campbell, on behalf of the holders of the bonds proved before the master in this cause, and who claim under the mortgage filed in the

cause and established in the decree, has this day filed exceptions to the repor of the master.

584 *Defendants' exceptions to master's report.—Filed April 14th*, 1877.

HENRY R. JACKSON ET ALS.
vs.
V., S. & T. R. R. CO. ET ALS.

The defendants file the following objections and exceptions to the report of the special master, filed in March, 1877, to wit:

They except, because the master has disregarded the directions of the court in the following particulars:

I. He has adopted the estimates of the witnesses, Green and Richardson, in their exhibit B, of the value of the materials and price of labor, in Nov., 1875, and in the condition of said works at that date, as the basis of his report, whereas the court directed him to ascertain and report the value of the materials and the price of the workmanship of the improvements placed upon the road at the periods when they were respectively made.

II. The master "assumes that the cost of the workmanship and materials on the whole would be twenty-five per cent. upon the value
585 of the present value." The evidence of Green and Richardson is that the difference in the price of materials and labor at the periods mentioned would average forty per centum; and their figures given in their different exhibits prove this. The master, therefore, erred in assuming 25 % instead of 40 % as the difference in the value of materials and price of labor when the works were made and in Nov., 1875. If the estimates of Green and Richardson of the works in their present condition be adopted, and their testimony be taken as to the difference in price at the periods mentioned, the amount would be $578,935.47 instead of $434,201.61.

He further states, "it is impossible to select from the vouchers those which refer to the precise materials or the precise workmanship remaining." This is an error. There is no evidence that any of said improvements, placed upon the road, was ever removed—and exhibit B purports to give only the value of improvements remaining on the road.

III. The master "assumes" again "an average" of four and a half years during which time interest should be computed, both on
586 expenditures and earnings. This is manifestly unjust, as expenditures for improvements must necessarily have preceded "earnings."

That the court directed the master to "state an interest account upon the price of the workmanship and the value of the materials at the time of the expenditures for them." In the opinion, the court said "there should be allowed Ludeling and his associates their necessary expenses in improvements and betterments put upon the road, with interest on such expenses, from the date when the expenditures were respectively made," &c.

The master has not done this. The account of the defendants show when each expenditure was made and for what; and it further exhibits a regular interest account on expenditures and earnings.

IV. The master says the basis of his report is "the existing value of the materials on the property and their condition as an arranged and completed work at the time," that is when delivered to plaintiffs. This is manifestly unjust, as the deteriorations have been occasioned

587 by the legitimate use of the works and the plaintiffs receive the fruits earned by said use.

That his court has decided this question adversely to the views of the master, and in accordance with the law and equity.

V. In his former report the master found that defendants' account had been proved, and he reported that defendants were entitled to recover for improvements, after deducting earnings, the sum of $586,679.99, without passing upon the question of interest. The defendants still reserve the objections made to said report, and they pray that the present report of the master be rejected, and his former report be homologated, after correcting the errors and omissions pointed out. They pray for the approval of their account, and for judgment in their favor for $1,034,126.35, less nett earnings, with interest. And they pray that their right of detention till this sum be paid to them be recognized and enforced, and that the property be sold for cash to pay their debt by preference over all other claims. They annex the project of a report filed, and they make it a part of this exception.

588 Respectfully submitted.

(Signed) JOHN RAY.
(do.) WILLIAM H. HUNT,
Of Coun

Extract from chancery order-book of 14*th April*, 1877.

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS R. R. Co. et al. } No. 5033.

APRIL 14TH, 1877.

The defendants herein, by their solicitors, John Ray and William H. Hunt, have this day filed their objections and exceptions to the master's report, filed March 14th, 1877.

Order. Exceptions to master's report fixed.—Extract from minutes of 14*th April*, 1877.

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Co. et al. } No. 5033.

Defendants John T. Ludeling and associates and the North
589 Louisiana and Texas Railroad Company, by their counsel John Ray and W. H. Hunt, move this honorable court to fix the trial of the exceptions to the master's report filed on the 14th March, 1877, for trial.

It is ordered that the exceptions in the above case be fixed for trial Monday, the 23d April, 1877, at 11 o'clock a. m.

Hearing and continuance.—Extract from minutes of 23*d April*, 1877.

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILroad Co. et al. } No. 5033.

This cause came on to be finally heard on the pleadings, evidence, proofs, master's report, and exceptions thereto.

J. A. Campbell for complainants; W. H. Hunt, John Ray, and Jno. T. Ludeling for defendants.

After hearing argument the cause is continued till to-morrow, at 11 o'clock a. m.

590 *Hearing and submission of cause.—Extract from minutes of 24th April, 1877.*

HENRY R. JACKSON ET AL.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD CO. et als. } No. 5033.

This cause came on to be further heard, and, having been argued by counsel on both sides, the court took time to consider, leave being granted defendants' counsel to submit additional brief.

Opinion of the court.

U. S. circuit court, district of Louisiana.

HENRY R. JACKSON ET AL.
vs.
JOHN T. LUDELING ET AL. } No. 5033.

For a statement of the facts, reference is made to the report of this case in 21 Wall. 616, and 2 Woods, 254.

At the April term, 1876, of this court, this cause was heard upon exceptions to the report of the master. The court, after expressing its views generally on the questions raised by the exceptions,
591 but without passing in detail upon them, recommitted the cause to the master with instructions to ascertain and report what improvements and betterments upon the property of the Vicksburg, Shreveport and Texas Railroad Company remain on the same, which were constructed or placed there by the defendants, during their occupancy, and the value of the materials thereof and the price of the workmanship on the same.

The master was also required to state an interest account upon the price of the workmanship and the value of the materials, at the time of the expenditure for them, at the rate of five per cent. per annum.

On the 14th of March, 1877, the master filed his report made under this order of reference. Both parties have excepted to this report, and upon their exceptions the cause has been again heard.

WOODS, *Circuit Judge:*

The master has reported what improvements and betterments placed on the property by defendants still remain thereon. In arriving at the result he made use of the testimony of John W. Green and Henry
592 B. Richardson, two experts appointed by the court, who in the summer and autumn of 1875 examined the railroad and made a detailed report of what property of the railroad company was subject to the operation of the decree of the court, and what additions and improvements had been made to the property by the defendants during their occupancy thereof and which still remained on the road. Adopting the testimony of these experts the master finds and reports the value, at the date of his report, of the materials and workmanship placed

upon the road by the defendants and still remaining thereon to be $347,361.29. He also finds that at the time the materials were furnished and the labor performed the cost was twenty-five per cent. greater than their value at the present time. He therefore reported that the amount expended by the defendants for materials and work in making the improvements and betterments which still remained upon the road was $434,201.61.

On the question of interest on the cost of said improvements the master reported that assuming four and a half years as an average for which interest should be allowed, he reported that the interest for
593 that period at five per cent. amounted to $54,275.12

The complainant excepts to the report because the improvements having been made by the defendants during the pendency of the suit, and after they had been charged with a fraudulent appropriation of property they were not entitled to, and of which fraud they were found guilty, they were not entitled to compensation therefor, and because interest was allowed on the cost of such improvements.

The questions raised by these exceptions were argued and passed upon by the court upon the former hearing of the cause. It was then held on the authority of the case of Gaines vs. New Orleans (1 Woods, 104), and the same case on appeal in 15 Wall., 624, that the defendants were entitled to the value of their improvements notwithstanding they were made after suit brought to recover the property on which they were placed.

On further investigation, I am unable to find any distinction made either in the civil code or in the commentators or decision of the courts between improvements made before and improvements made after suit brought.

594 The Civil Code, art. 508, makes no such distinction. The fact that suit has been brought may tend to show that the defendant was a possessor in bad faith when he made his improvements, but that is all. It has already been decided in this case, as it has been before decided by the Supreme Court that the possessor in bad faith was entitled to the costs of his improvements remaining on the land. (Gaines vs. New Orleans, 15 Wall., 624.

The same remarks apply to the second exception. The question has been decided adverse to the exception both by this court and the Supreme Court of the United States. See Gaines vs. New Orleans (1 Woods), and same case, 15 Wall., 624, and Jackson vs. Ludeling (2 Woods, 254). This exception, therefore, cannot prevail.

The defendants except to the report of the master (1) because he has adopted the estimates of the witnesses Green and Richardson of the value of the materials and price of labor in November, 1875, and in the condition of said works at that date, as the basis of his report,
595 whereas the court directed him to ascertain and report the value of the materials and the price of workmanship of the improvements placed upon the road at the periods when they were respectively made.

The point made by this exception is that the master, in estimating the value of improvements remaining upon the road, estimated that value in their deteriorated condition, and that the defendants are entitled to be allowed their cost when made, and not their value in their deteriorated state.

This exception appears to be well taken. The testimony of Green and Richardson, the experts appointed by the court, shows that they

deducted large sums from the cost of the materials, &c., put upon the road by the defendants on account of the deterioration of the same.

For instance, on page 12, Exhibit B, there is a deduction of $49,005.00 for deterioration of iron rails, and said deduction appears to be carried into the general summary on page 14, same exhibit, and to be subtracted from the amount of the value of the improvements made
596 by the defendants, although it is not shown nor claimed that they placed any iron rails whatever upon the railroad.

The next exception of the defendants is that the evidence does not justify the assumption of the master that the cost of the materials and labor used in making the improvements now remaining upon the road was only twenty-five per cent. greater than their present value.

But two witnesses have been examined upon the subject, Green and Richardson, both engineers and men of experience in the construction of railroads. Green, with the exception of the period of the war and the interval of time between December, 1873, and March, 1875, a period of fifteen months, had been engaged on the road either as engineer or receiver since the summer of 1858. Richardson was also employed on the road, as assistant engineer from July, 1869, to May, 1870, when some of the betterments claimed for by the defendants were put upon the road.

Green testifies that there has been a general decline in value
597 and prices throughout the entire country. It would probably be 35 or 40 per cent. since 1866.

In another part of his testimony he says that the same improvements could be made at the date of the deposition, in 1875, at about 40 per cent. less than in the years 1866, 1867, and 1868. (See pages 17 and 21, Green's deposition.)

Richardson corroborates this statement. (See page 16 of his deposition.)

But the depreciated condition of the currency when the improvements were made ought to be taken into consideration. A reference to standard tables shows that during the years 1866, 1867, 1868, 1869, and 1870 the average premium on gold was about 33 per cent.

As the defendants are to be paid for their improvements when Treasury notes are only about six per cent. below the par of gold, a deduction should be made for the difference between the present value and the cost of the improvements. I have, after much consideration of the evidence and the public history of the country, come to the conclusion
598 that fifteen per cent. only should be added to the present value of the improvements in order to arrive at their real cost at the time they were made in the present currency of the country.

The exception that the master only allowed 25 per cent., when he should have allowed 40, is overruled.

The defendants have produced before the master a book of account, supported by vouchers, from which they desire to have shown that the amount actually expended by them in improvements and betterments upon the road is the sum of $747,855.08; and they except because the master has not reported this amount in their favor. The exception cannot prevail. It does not concern the court to know what sums were expended by the defendants. The inquiry directed to the master was, What sum was expended by the defendants in improvements which still remain upon the road, and which can be turned over to the complainants?

The complainants are not required to pay for cross-ties and other perishable materials which have been put upon the road and have

perished or been consumed. For instance, the life of a cross-tie put down on a railroad averages about five years. The account submitted by the defendants contains charges for cross-ties, commencing as early as March 5th, 1866, and this is a constantly recurring item throughout the account. These cross-ties have perished, and those by which they were replaced have perished.

The complainants cannot be called upon to pay for what has thus disappeared.

The account furnished by the defendants does not profess to show the cost of their improvements which still remain upon the road, and which they are ready to turn over to the complainants. It is on account of what they have paid out, not only for improvements which remain, but for improvements which have decayed and disappeared. The master was therefore right in not reporting the sum of that account as the value of the improvements remaining on the road.

Upon the question referred to him, the master had the detailed statement of the witnesses Green and Richardson, who gave a list of all the improvements put upon the road by the defendants, and which still remained. Upon this list the master based the part of his report under consideration. The evidence seems to be accurate and trustworthy, and it is the only evidence on this point to be found in the cause.

The exception under consideration must be overruled.

The defendants except to the calculation of interest made by the master, on the ground that he has assumed an average period of four and a half years as the time for which interest should be computed. They complain that their account shows when each item of expenditure was made, and that interest should be calculated from the dates so furnished.

It is evident that the master could not use the dates in the account filed by the defendants as furnishing the dates from which to calculate interest, because a large part of that account consists of items which cannot be allowed, and there are no means of deciding what particular items have been disallowed. The master has reported that the improvements remaining on the road are described in schedule attached to the evidence of Green and Richardson, and that it is impossible to ascertain the dates when such improvements were respectively made. The only course left for the master was to take an average time and calculate interest for that period. This the master has done. But as the defendants are entitled to interest only up to April 13th, 1875, the date when the road was placed in the hands of receivers, I think the master has allowed interest for a period of six months too long.

This exception to the report must be overruled.

There appears to be a mistake made by the master in his computation of interest. The interest on $434,201.61 for four years and six months at 5 per centum per annum is $95,695.47, and not $54,275.12½.

The parties have submitted some questions to the master which he has referred to the court, and which it is necessary to pass upon.

The complainants claim that they have the right under article 508 of the Revised Civil Code to elect whether they will accept and pay for the improvements put upon the railroad property by the defendants or require the defendants to take away or demolish the same, and they ask for forty days in which to make their election. Under the circumstances of this case the right of election does not, in my judgment, exist for two reasons:

First, the right of election is by the terms of the code confined to the

owner of the property, and does not extend to an incumbrance. "When plantation constructions and works have been made by a third person, and with such person's own materials, the owner of the soil has the right to keep them or to compel the person to take away or demolish the same." (Civil Code, art. 508.)

Now, whoever may be the owner of this railroad property, one thing is certain, that the complainants are not. All of them hold bonds,
603 and some of them are the owners of stock in the railroad company. The bondholders are the beneficiaries of a mortgage-deed, and by the jurisprudence of Louisiana the trustees, to whom the mortgage-deed was made, have no estate in the mortgaged property. The mortgage to the trustees does not convey title, it is only a security for a debt. (Civil Code, 3374; Conrad vs. Preceir, 5 Rob., 49; Duclaud vs. Rousseau, 2 La. An., 168.) It is clear therefrom that mere bondholders cannot in any sense be called the owners of the property. Stockholders in the railroad company are in no stronger position. The ownership of stock in an incorporated company does not give the stockholder any title to the property of the corporation. (Morgan vs. The Railroad Company, 1 Wood, 15.)

The complainants cannot, therefore, claim that, by reason of the fact that they are bondholders and stockholders, they are owners of the property in which the improvements have been placed, and are
604 not, therefore, entitled to exercise the election authorized by Art. 508.

Second. But if the complainants were the owners of the soil, the subject-matter of this suit and the nature of the improvements is such as to exclude the case from the operation of Article 508.

It is clear that there are many improvements placed on real estate which are not susceptible of being removed. For instance, the clearing and ditching of a plantation entered upon by the possessor in bad faith, when the lands were in a wild state. For the owners to say to the possessor, remove your clearings and your ditches, would be a mockery.

So in this case, the evidence shows that the improvements are such that their removal or demolition is impossible.

When the the defendants took possession of the property it could not be called a railroad. It was a right of way on which were the ruins of what had been a railroad. Embankments had to be made anew, and in some cases raised and repaired. New ties were laid down. The
605 track was cleared of briars and undergrowths. New timbers were put in bridges whenever they were needed, and new bridges were built when necessary. The stations and other buildings along the line of the road were repaired with new materials, and in some cases rebuilt, a part of the old materials being used in the new structure.

It is evident that such improvements are not susceptible of removal nor can they be demolished without demolishing the railroad itself.

In such a case the application of art. 508 of the civil code would be absurd and impossible. The better opinion seems, therefore, to be that the article named was not intended to apply to such a case as the present. See the discussion of this subject by Demolombe, vol. 9, page 613, sec. 689.

I cannot, therefore, yield to the demand of complainants that they have the right to demand the removal or demolition of the improvements placed on the property by the defendants.

On their part, the defendants claim the right to retain the property until the sum found due to them for improvements is paid them.

606 This claim cannot be maintained in the condition in which the case now is, because the decree of the Supreme Court has already taken the possession from the defendants and placed it in the hands of a receiver, with directions that the whole be sold. As we are bound to carry out this decree, there can be no retention of the property by the defendants to enforce the payment of their claim, whatever may have been their rights, if this court were acting independently in the premises.

I have drafted a decree which embodies the views herein expressed, and finds the amount due the defendants, and orders a sale of the road and other property of the defendant railroad company, which the clerk is order' to place upon the minutes as the action of this court.

Decree entered and filed June 25th, 1877.

U. S. circuit court, district of Louisiana.

607 HENRY R. JACKSON ET AL.
vs.
THE VICKSBURG, SHREVEPORT & TEXAS Railroad Company et al. } No. 5033.

This cause came on to be heard upon the pleadings, decrees, orders, reports of the master and exceptions thereto, and the testimony taken in the cause and before the master, and was argued by counsel. On consideration whereof it is ordered, adjudged, and decreed by the court as follows:

First. That the plaintiffs, on behalf of themselves and others, as set forth in the bill, have established the mortgage set forth in the bills made by the Vicksburg, Shreveport and Texas Railroad Company, and have established their claims under said mortgage by proving the same before the master, whose report on this subject has been confirmed, and that the report of the master describing the property embraced within the terms of said mortgage, and recommending the ratification of exchange and sale having been made, and no exceptions filed thereto, the same is approved and confirmed.

608 Second. The plaintiffs and others in whose behalf the bill was filed are entitled to have said mortgaged property sold to satisfy the sums proven to be due them and recognized by this court.

Third. That the defendants have expended on said mortgaged property in the making of improvements and betterments thereon, which still remain upon said property ready to be turned over, the sum of four hundred and eighty-eight thousand one hundred and nine dollars and fifty-four cents ($488,109.54), on which they are entitled to interest from the date of said expenditures, at the rate of five per cent. per annum, until said mortgaged property was placed in the hands of a receiver by this court; that defendants have received from the earnings of said property over and above all sums paid out for maintenance of said property and running expenses the sum of one hundred and sixty-one thousand four hundred and seventy-six dollars and sixty-nine cents, for which they should account, with interest at the rate of five per

609 cent. per annum from the receipt of said sum; that the interest on said sum expended and said sum received by the defendants should be computed for the same period of time, or what is equivalent thereto, the said sum received should be deducted from the said sum expended and the interest computed on the remainder; that after mak-

ing said deduction the remainder is three hundred and twenty-six thousand six hundred and thirty-two dollars and eighty-five cents ($326,632.85), which with interest added from the time when interest should be computed up to April 13th, 1875, when the receiver of this court took possession of said property, amounts to three hundred and ninety-one thousand nine hundred and fifty-nine dollars and forty-two cents ($391,959.42), for which sum defendants are entitled to compensation out of said property, to be raised in the manner hereinafter set forth.

Fourth. That article 508 of the revised code of Louisiana which authorizes the owner of property to require the removal or demolition of the improvements made in his land by a third person or to keep
610 them at the value of the materials and cost of the workmanship is not applicable to this case, because the plaintiffs are mortgagees and not owners, and because the removal of many of said improvements is impossible, and because said improvements cannot be demolished without destroying the property of which they form a part, and therefore the claim to said election made by plaintiffs under said article of the code is disallowed.

Fifth. That all of said mortgaged property, including the improvements placed thereon by the defendants, shall be set up at the price of ($833,098.38), the actual value thereof, as shown in the report of the experts; and that if this sum or a greater amount be obtained at the sale the defendants shall be entitled to the sum of $391,959.40, fixed as the value of their improvements and interest thereon as settled in the third paragraph of this decree; and if the said sum of $833,098.38 cannot be obtained, then they shall have in the same proportion of the sum actually obtained as that sum bears to the upset price aforesaid if any less amount shall be obtained.

611 Sixth. That the holders of a majority of the bonds and coupons shall be at liberty to agree upon a committee to purchase the property for their account upon articles and terms of associations and with concessions to any bondholder to become a party thereto at or within fifteen days from the day of sale. Should the purchase be made the purchasers shall not be required to make a payment beyond the costs, charges, expenses of the sale, and the amount of the judgment in favor of the defendants hereinbefore stated, with five per cent. interest to the day of sale, which shall be a privilege upon the proceeds of sale; and the said purchasers shall be entitled to credit their bonds with the sums that may be due from the purchasers on them as a part of the payment.

The proportions due to parties who do not elect to join in the sale shall be paid into the registry of the court, there to abide the application of the parties claiming the same.

The defendant, the North Louisiana and Texas Railroad Com-
612 pany, shall be at liberty to purchase at said sale or become interested in the purchase made by any other party, they shall not be required to make a payment beyond the hand money hereinafter mentioned, unless their bid or the bid of the party or parties with whom they may be associated exceeds the amount found in their favor and applicable to their bid under the fifth paragraph of this decree, and the said company shall be permitted to credit the sum that may be due them and applicable to their bid under said paragraph fifth, with the sum that may be due by them or by any party or parties with whom they may be interested, as a payment on the price of the purchase.

Seventh. The property described in the mortgage, and which has been made subject to the decree of sale under the previous orders, together

with all improvements and betterments thereon, shall be exposed for sale by the special master who has been heretofore appointed in this cause. He shall make the sale in front of the custom-house, in this city, on some day to be appointed by him prior to the first day of
613 November next. He shall make the sale between the hours of 12 m. and 3 p. m. of the day appointed, and it shall be fairly and openly conducted in pursuance of this order. He shall appoint a cryer, whose compensation shall not exceed one hundred dollars. He may require of any bidder, before adjudicating the property as sold to him, the sum of fifty thousand dollars in money to defray the costs, expenses, charges, and claims upon the property and proceeding from the cause.

The purchaser shall also deposit or pledge the sum of one hundred thousand dollars of the bonds secured by said mortgage or of the debt proved due to the defendant by this decree. Should any bidder refuse to comply with these terms, his bid*d* shall be rejected and the property offered anew. The master may, if necessary, offer the property the following day, at the same place and after notice, or he may adjourn the sale to another day by publishing the adjournment at the foot of the advertisements made of the sale in the same papers, and continuing those advertisements to the day of sale.

614 No sale shall be made without an advertisement of the time and place of sale and terms in one paper published in New Orleans, one paper in New York, and one paper in Atlanta, Georgia, at least three times a week for eight weeks preceding the day of sale. The property shall be sold as an entirety, and in bulk.

Eighth. The master shall make a report of all his proceedings connected with the sale, the and the form of a deed with his signature thereto, and he shall report a confirmatory deed and deed of release, which shall be signed by the North Louisiana and Texas Railroad Company, the defendant in this cause, by its president and secretary, under its corporate seal, which shall be subject to the order of the court for confirmation. All questions which have not been disposed of, and all equities arising in the cause or among the parties, are reserved for action until the coming in of the master's report.

The question of the right of defendants to share in the net earnings of said mortgaged property, while in the hands of the receiver
615 appointed by this court, is also reserved for future action.

June 25th, 1877.

(Signed) W. B. WOODS,
Judge.

Plaintiffs' petition for appeal.—Filed June 25th, 1877.

In the circuit court of the United States, district of Louisiana, 5th judicial circuit of the United States. Spring term of said court, 1877. In chancery.

HENRY R. JACKSON, MOSES D. WADLEY, & others, *vs.* VICKSBURG, SHREVEPORT AND TEXAS RAILroad Co., John T. Ludeling, and others. } No. 5033.

To the honorable the judges of the said circuit court of the United States sitting at New Orleans, in June, 1877.

The plaintiffs in the suit aforesaid respectfully represent to your honors that they are aggrieved by that portion of the decree of this court

which charges upon the property described in the mortgage appended to their bill and established in the decree of this court, rendered at the spring term of the court, A. D. 1875, and also at this term, upon
616 the railroad and other property embraced in that deed for the sum of $391,949.42 for improvements or betterments placed on that property and interest thereon, to be collected and paid to the North Louisiana and Texas Railroad Company, in the manner set forth in the decree of this court at the present term of this court; and also to the decree which allows the defendants, or any of them, to participate in any bid made by the plaintiffs or bondholders or other purchasers without their consent, as beyond the competency of this court; and also to all the portions of the decree which overrule or disallow or neglect or refuse the claims of the plaintiffs before the master, or that overrule their exceptions to the master's reports in this cause.

And that the plaintiffs may have justice in the premises they pray an appeal in open court to the Supreme Court of the United States, to be held on the 2nd Monday of October next, at the time and place fixed by law, and that the execution of so much of the decree as are appealed from may be superceded, the plaintiffs pray that your honors
617 would fix the amount of the bond to operate for that purpose, and they offer to file the same with notice of the appeal within the term designated in the statutes of the United States in this behalf.

Your petitioners also pray that in addition to the bond to be given to the North Louisiana and Texas Railroad Company, that a bond may be fixed for the remainder of the parties defendants for the security of costs and damages, no supersedeas being prayed as to the remainder of the decree.

(Signed) J. A. CAMPBELL.
Sol'r for plaintiffs.

Defendants' petition for appeal.—Filed June 25th, 1877.

U. S. circuit court, dist. of La. In chancery.

HENRY R. JACKSON ET AL.,
vs.
THE VICKSBURG, SHREVEPORT AND TEXAS Railroad Co., et al.

To the honorable the judges of the circuit court of the United States for the fifth circuit, district of Louisiana.

The petition of the defendants in the above entitled case respectfully represent unto your honors that they are aggrieved by the decree
618 and judgment rendered in the above-entitled case in so far as the claims of defendants as set up in exception to the master's report have been disallowed, and in so far as the court has allowed the exceptions of plaintiffs to said master's report, and further to so much of said judgment and decree as provides that if the property should sell for an amount less than $833,098$\frac{75}{100}$, that defendants' judgment of $391,959$\frac{42}{100}$ shall be reduced to a pro rata of the amount for which the sale may be made. That in order that justice shall be done, defendants pray an appeal from said judgment and decree to the Supreme Court of the United States, this application being made in open court, to be held on the 2nd Monday of October, A. D. 1877, at the time and place fixed by law, and that the execution of said decree and judgment be suspended until the final decision of the case on said appeal, and that your honor

fix the amount of a bond to operate as a supersedeas in this case, the said defendants offering to file said bond within the time fixed by law to operate a supersedeas.

(Signed) JOHN RAY,
W. H. HUNT,
Att'ys for Def'ts.

619 *Order allowing appeals.—Extract from minutes of 25th June, 1877.*

HENRY R. JACKSON ET ALS.
vs.
VICKSBURG, SHREVEPORT AND TEXAS RAILROAD COMPANY et als. } No. 5033.

In this cause the plaintiffs in open court presented a petition for an appeal as to such portions of the decree as allowed the North Louisiana and Texas Railroad Company a charge for betterments and improvements and for the privilege of associating with other bidders, as set forth in the petition, and prayed the court to fix a bond to operate as a supersedeas of such portions of the decree. And the court, upon consideration of the petition, allows the appeal to the next term of the Supreme Court of the United States and a supersedeas of all that portion of the decree relating to the North Louisiana and Texas Railroad Company, upon filing a bond, with sureties, in the penal sum of twenty-five thousand dollars, payable to the North Louisiana and Texas
620 Railroad Company, and conditioned according to law, within sixty days from the date of this order. The said plaintiffs will also file a bond for five hundred dollars, payable to the defendants in the cause and conditioned according to law, within the same period, so as to perfect their appeal.

And thereupon came the defendants, who prayed an appeal in the same cause to the Supreme Court of the United States at its next term. And the court allows the appeal, to operate as a supersedeas, upon their filing a bond to the plaintiffs in the sum of twenty-five thousand dollars, conditioned according to law, within sixty days from the date of this order.

Complainants' appeal bond.—Filed August 13th, 1877.

UNITED STATES OF AMERICA, *ss:*

Know all men by these presents that we, Henry R. Jackson, Moses
D. Wadley, William M. Wadley, Edward Paddleford, Miller Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Sherwood
621 W. Swanson, and Abraham B. Reading, as principals, and William P. Orme, as sure*ties*, are held and firmly bound, jointly and severally, unto the North Louisiana and Texas Railroad Company, its successor or successors and assigns, in the sum of twenty-five thousand dollars, lawful money of the United States of America, to be paid to the said North Louisiana and Texas Railroad Company, its successor or successors and assigns; for which payment, well and truly to be made, we bind ourselves and each of us, by himself and each of our heirs, executors, and administrators, firmly by these presents, sealed with our seals and dated the day of , in the year of our Lord eighteen hundred and seventy-seven.

Whereas the above-named Henry R. Jackson, Moses D. Wadley, William M. Wadley, Edward Paddleford, Miller Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Sherwood W. Swanson, and

Abraham B. Reading have taken an appeal to the Supreme Court of the United States from and to reverse the decree rendered on the 25th day of June, 1877, by the honorable the circuit court of the
622 United States for the fifth circuit, holding sessions in and for the district of Louisiana, in the suit of Henry R. Jackson and others vs. The Vicksburg, Shreveport and Texas Railroad Company and others, No. 5033 of the docket of said circuit court, in equity:

Now, the condition of the above obligation is that if the above-bounden Henry R. Jackson, Moses D. Wadley, William M. Wadley, Edward Paddleford, Miller Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Martin G. Swanson, and Abraham B. Reading shall prosecute their said appeal to effect, and answer all costs and damages if they shall fail to make good their plea, then this obligation shall be void; otherwise to remain in full force and virtue.

(Signed)	HENRY R. JACKSON.	[L. S.]
Do.	LEMUEL P. GRANT.	[L. S.]
Do.	SHERWOOD W. SWANSON.	[L. S.]
Do.	W'M M. WADLEY.	[L. S.]
Do.	W. P. ORME, *Security.*	[L. S.]
Do.	W'M HUNTER.	[L. S.]

Signed, sealed, and delivered in the presence of—
(Signed) W. M. HEYWARD.
[SEAL OF COURT.] Do. JA'S MCPHERSON,
Clerk U. S. Circuit Court So. Dist. of Ga.

Witnesses as to signature of Henry R. Jackson:
623 (Signed) GEO. S. THOMAS.
[U. S. COM'R'S SEAL.] Do. W. B. SMITH,
U. S. Com'r.

Witnesses as to Lemuel P. Grant:
JOHN T. GRANT,
SHERWOOD W. SWANSON,
and W'M P. ORME.

The following are witnesses to signatures of W. M. Wadley and Wm Hunter:
(Signed) T. M. CUNNINGHAM.
Do. R. W. ADAMS.
Not. Pub. C. C.

Henry R. Jackson, having been duly sworn, deposes that he is worth, over and above all his just debts and liabilities, and such property as is exempt from levy and sale under the laws of Georgia, the sum of one hundred thousand dollars.
(Signed) HENRY R. JACKSON.

Sworn to and subscribed before me this July 3d, 1877.
[SEAL OF COURT.]
(Signed) JAS. MCPHERSON, *Clerk.*

Lemuel P. Grant, John T. Grant and Sherwood W. Swanson, being duly sworn, each for himself deposes that he is worth, over and above all his just debts & liabilities and such property as is exempt from

levy and sale under the laws of Georgia, the sum of fifty thousand dollars.

624 (Signed) LEMUEL P. GRANT,
Do. JOHN T. GRANT,
Do. SHERWOOD M. SWANSON.

Sworn to and subscribed before me 6th day of July, 1877.
[SEAL OF COMMR'S.]
(Signed) W. B. SMITH,
U. S. Commr.

William P. Orme, having been duly sworn, deposes that he is worth, over and above all his just debts & liabilities & such other property as is exempt from levy & sale under the laws of Georgia, the sum of thirty thousand dollars.

(Signed) WM. P. ORME.
[SEAL.] (Signed) W. B. SMITH,
U S. Comm'r.

SAVANNAH, GEO., *July 12th*, 1877.

Wm. Hunter, having been duly sworn, deposes and says that he is worth the sum of twenty-five thousand dollars over & above his debts and exemptions under law of Georgia.

(Signed) WM. HUNTER.

Witness :
[SEAL.] (Signed) R. W. ADAMS,
Not. Pub. C. C.

The above bond is hereby approved.
August 8, 1877.
(Signed) W. B. WOODS,
U. S. Judge.

625 *Complainants' appeal bond.—Filed, August* 13, 1877.

UNITED STATES OF AMERICA, *ss:*

Know all men by these presents that we, Henry R. Jackson, Moses D. Wadley, William M. Wadley, Edward Paddleford, Miller Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Sherwood W. Swanson, and Abraham B. Reading as principals, and William P. Orme as sureties, are held and firmly bound, jointly and severally, unto John Ray, John T. Ludeling, William R. Gordon, E. E. Norton, assignee of Wesley, J. G. Baker, Francis T. Stubbs, George Waddell, William M. Pinckard, Henry M. Bry, Joseph F. McGuire, John A. McGuire, Joseph T. Crossley, Charles W. Phillips, Christopher H. Dabbs, H. I. G. Battle, and James Slade, executors of William G. Bonner, E. N. Jeffries, H. Howell, and R. T. Buckner, in the sum of five hundred dollars, lawful money of the United States of America, to be paid to the said John Ray, John T. Ludeling, William R. Gordon, E. E. Norton, assignee of Wesley, J. G. Baker, Francis P. Stubbs, George C. Waddell, William M. Pinckard, Henry M. Bry, Joseph F. McGuire, John A. McGuire, Joseph P. Crossley, Charles M. Phillips, Christopher H. Dabbs, H. J. G. Battle and James Slade executors of William G. Bonner, E.
626 V. Jeffries, H. Howell, and R. T. Buckner, their heirs, executors, administrators, and assigns, for which payment, well and truly

to be made, we bind ourselves, and each of us by himself, and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated the day of , in the year of our Lord eighteen hundred and seventy-seven.

Whereas the above-named Henry R. Jackson, Moses D. Wadley, William M. Wadley, Edward Paddleford, Miller Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Sherwood W. Swanson, and Abraham B. Reading have taken an appeal to the Supreme Court of the United States from and to reverse the decree rendered on the 25th day of June, 1877, by the honorable the circuit court of the United States for the fifth circuit, holding sessions in and for the district of Louisiana, in the suit of Henry R. Jackson and others vs. The Vicksburg, Shreveport and Texas Railroad Company and others, No. 5033 of the docket of said circuit court in equity :

Now the condition of the above obligation is, that if the above bounden Henry R. Jackson, Moses D. Wadley, William M. Wadley,
Edward Paddleford, Miller Grieve, Lemuel P. Grant, John T.
627 Grant, Walter H. Mitchell, Martin G. Swanson and Abraham B.
Reading shall prosecute their said appeal to effect, and answer all costs and damages if they shall fail to make good their plea, then this obligation shall be void ; otherwise to remain in full force and virtue.

(Signed.)	HENRY R. JACKSON,	[L. S.]
Do.	LEMUEL P. GRANT,	[L. S.]
Do.	JOHN T. GRANT,	[L. S.]
Do.	SHERWOOD W. SWANSON,	[L. S.]
Do.	WM. M. WADLEY,	[T. S.]
Do.	W. P. ORME, *security.*	[L. S.]
Do.	WM. HUNTER, *security.*	[L. S.]

Signed, sealed, and delivered in the presence of—
(Signed) W. M. HEYWARD.
[SEAL OF U. S. C. C'T.] " JAS. MCPHERSON,
Clerk U. S. Circuit Court So. Dist. of Georgia.

Witnesses as to signature of Henry R. Jackson.

(Signed) GEO. S. THOMAS &
[SEAL.] " W. B. SMITH,
U. S. Comm'r.

Witnesses as to Lemuel P. Grant, John T. Grant, & Sherwood W. Swanson, and W. P. Orme.

The following are witnesses to signatures of W'm M. Wadley & William Hunter :

[SEAL.] (Signed) T. M. CUNNINGHAM.
do. R. W. ADAMS.
Not. Pub. C. C.

SAVANNAH, *July 12th*, 1877.

628 W'm Hunter, having been duly sworn, deposes and says that he is worth the sum of twenty-five thousand dollars over & above his debts & exemptions under the law of Georgia.

(Signed) W'M HUNTER.

Witness :
[SEAL.] (Signed) R. W. ADAMS.
Not. Pub. C. C.

Henry R. Jackson, having been duly sworn, deposes that he is worth, over and above all his just debts and liabilities and such property as is exempt from levy & sale under the laws of Georgia, the sum of one hundred thousand dollars.

(Signed) HENRY R. JACKSON.

Sworn to and subscribed before me this July 3d, 1877.

[SEAL] (Signed) JAMES McPHERSON, *Clerk.*

Lemuel P. Grant, John T. Grant, and Sherwood W. Swanson, being duly sworn, each for himself deposes that he is worth, over & above all his just debts & liabilities & such property as is exempt from levy & sale under the laws of Georgia, the sum of fifty thousand dollars.

(Signed) LEMUEL P. GRANT.
JOHN T. GRANT.
SHERWOOD W. SWANSON.

629 Sworn to and subscribed before me this 6th day of July, 1877.

[SEAL] (Signed) W. B. SMITH,
U. S. C. C. Comm'r.

William P. Orme, having been duly sworn, deposes that he is worth, over & above all his just debts & liabilities, & such other property as is exempt from levy & sale under the laws of Georgia, the sum of thirty thousand dollars.

(Signed) W. P. ORME.

[SEAL.] (Signed) W. B. SMITH,
U. S. C. C. Com'r.

The above bond is hereby approved, August 8, 1877.

(Signed) W. B. WOODS.
U. S. Judge.

Defendants' bond of appeal.—Filed August 13, 1877.

UNITED STATES OF AMERICA:

Know all men by these presents, that we, the North Louisiana and Texas Railroad Company, John T. Ludeling, John Ray, Francis P. Stubbs, Wesley J. Q. Baker, Henry M. Bry, Joseph F. McGuire, George C.
630 Waddill, William R. Gordon, & others, the defendants in the suit of Henry R. Jackson & others vs. Vicksburg, Shreveport & Texas Railroad Company & others, No. of the docket of the circuit court of the United States for the fifth judicial circuit and district of Louisiana, & William W. Farmer as surety for the sum of ten thousand dollars, Frederick Endom as surety for the sum of five thousand dollars, Francis E. Bowman as surety for the sum of five thousand dollars, Daniel T. Head as surety for the sum of five thousand dollars, J. R. Muir as security for the sum of two thousand five hundred dollars, all residents of the State of Louisiana, are held and firmly bound, jointly & severally, unto Henry R. Jackson, Moses D. Wadley, William M. Wadley, Edward Paddleford, Miller Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Martin G. Swanson, of Georgia, & Abraham B. Reading of Mississippi, & others, complainants in the above-entitled suit & appellees in this appeal, in the sum of twenty-five thousand dollars, lawful money of the United States of America, to be paid to the said Henry R. Jackson, Moses D. Wadley, William M. Wadley, Edward Paddleford, Mil-

631 ler Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Martin G. Swanson, & Abraham B. Reading & others, the complainants in the above case in the circuit court, & the appellees in this appeal, their heirs, executors, administrators, & assigns, for which payment, well and truly to be made, we bind ourselves, & each of us by himself, & each of our heirs, executors, firmly by these presents, sealed with our seals and dated this ninth (9th) day of July, in the year of our Lord eighteen hundred & seventy-seven.

Whereas the said defendants in the above entitled cause, & appellants in this appeal, did present, in open court, a petition to the honorable the circuit court of the United States for the fifth circuit, holding sessions in & for the district of Louisiana, praying for an appeal (to operate as a supersedeas on giving bond as required by the order of the court) from judgments & decree of said circuit court in said case, to the Supreme Court of the United States of America, at Washington City, in the District of Columbia, on the second Monday of October next:

Now the condition of the above obligation is, that we, the
632 above bounden, North Louisiana & Texas Railroad Company, John T. Ludeling, John Ray, Francis T. Stubbs, Wesley J. Q. Baker, Joseph F. McGuire, Henry M. Bry, George C. Waddill, William R. Gordon & others, defendants in the original suit & appellants in this appeal, & William W. Farmer, Frederick Endom, Francis E. Bowman, Daniel T. Head, and John R. Muir, will well & truly pay to said Henry R. Jackson, Moses D. Wadley, William M. Wadley, Edward Paddleford, Miller Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Martin G. Swanson, & Abraham Reading, & others, appellees in said appeal, all such damages as they may recover against us in case it should be decided that the said appeal was wrongfully obtained.

Signed, sealed, & delivered, this ninth day of July, 1877, in the presence of the undersigned witnesses.

(Signed)	JNO. T. LUDELING. *President of N. L. & T. R. R. Co.*	[L. S.]
do	JNO. T. LUDELING, *For himself & as att'y for Defendants.*	[L. S.]
do	W. R. GORDON.	[L. S.]
do	FRANK P. STUBBS.	[L. S.]
do	H. M. BRY.	[L. S.]
do	JOS. F. McGUIRE.	[L. S.]
do	JOHN RAY.	[L. S.]

633 Attest:

(Signed)	JOS. F. McGUIRE.
[SEAL N. L. & T. R. R. CO.]	*Sec'y N. La. & T. Railroad.*
(Signed)	R. W. McCLENDON.
do	R. B. VINSON.

I am surety for ten thousand dollars.
(Signed) W. W. FARMER. [L. S.]
I am surety for five thousand dollars.
(Signed) F. ENDOM. [L. S.]
I am surety for five thousand dollars.
(Signed) F. E. BOWMAN. [L. S.]
I am surety for five thousand dollars.
(Signed) D. T. HEAD. [L. S.]
I am surety for twenty-five hundred dollars.
(Signed) J. R. MUIR. [L. S.]

The sureties on the foregoing bond are approved.
Aug. 8, 1877.
(Signed) W. S. WOODS,
U. S. Judge.

THE STATE OF LOUISIANA,
Parish of Ouachita:

I, William W. Farmer, who have this day signed an appeal-bond for defendants in the case of H. R. Jackson et al. vs. J. T. Ludeling et al. in circuit court of the United States for the sum of ten thousand dollars for their appeal to the Supreme Court, I, being duly sworn,
634 depose and say that over and above all my legal debts and obligations and all exemptions and allowed by law, I am worth more than ten thousand dollars, the amount of my suretyship on said bond. I do not, however, include as a debt or obligation my bond as administrator of the succession of Charles H. Morrison for one hundred and twenty thousand dollars, because that is only a contingent liability for the faithful administration of said succession, the assets of which, amounting to $100,000.00, being in my hands.
(Signed) W. W. FARMER.

Sworn to and subscribed before me on this the 9th day of July, 1877.
[SEAL.] (Signed) R. W. McCLENDON,
Recorder and Notary Public.

Interlineations, and all exemptions allowed by law, the assets of which, amounting to $100,000.00, being in my hands. Made and sworn to before me on this 30' day of July, 1877.
[SEAL.] (Signed) R. W. McCLENDON,
Recorder and Notary Public.

THE STATE OF LOUISIANA.
Parish of Ouachita:

Before me, the undersigned authority, personally came Francis
635 E. Bowman to me well known as a citizen and resident of said parish and State, who, being duly sworn, deposes and says that he is the same Francis E. Bowman who on the 9th day of July, instant, signed, as surety in the sum of five thousand dollars, the appeal-bond of the defendants in the case of Henry R. Jackson et as. vs. J. T. Ludeling et al. in the circuit court of the United States for the State of Louisiana, on appeal to the Supreme Court of the United States and that he is worth more than said sum of five thousand dollars, over and above all debts and liabilities which he owes or has incurred, exclusive of property exempt from execution.
(Signed) F. E. BOWMAN.

Sworn to & subscribed before me this 27th day of July, A. D. 1877.
[SEAL.] (Signed) R. W. McCLENDON,
Recorder and Ex-officio Notary Public.

THE STATE OF LOUISIANA,
Parish of Ouachita:

Before me, the undersigned authority, personally came John R. Muir, to me well known as a citizen and resident of said parish and
636 State, who, being duly sworn, deposes and says, that he is the same John R. Muir who on the 9th day of July instant signed, as surety in the sum of two thousand five hundred dollars, the appeal-bond

of the defendants in the case of Henry R. Jackson et al. vs. J. T. Ludeling et al. in the circuit court of the United States for the State of Louisiana, on appeal to the Supreme Court of the United States, and that he is worth more than said sum of two thousand five hundred dollars over and above all debts and liabilities which he owes or may have incurred, exclusive of property exempt from execution.

(Signed) J. R. MUIR.

Sworn to & subscribed before me this 28' day of July, A. D. 1877.

[SEAL.] (Signed) R. W. McCLENDON,
Recorder and Ex-officio Notary Public.

THE STATE OF LOUISIANA,
Parish of Ouachita:

Before me, the undersigned authority, personally came Daniel T. Head, to me well known as a citizen and resident of said parish
637 and State, who, being duly sworn, deposes and says that he is the same Daniel T. Head who on the 9th of July instant signed, as surety in the sum of five thousand dollars, the appeal-bond of the defendants in the case of Henry R. Jackson et al. vs. J. T. Ludeling et al. in the circuit court of the United States for the State of Louisiana, on appeal to the Supreme Court of the United States, and that he is worth more than said sum of five thousand dollars over and above all debts and liabilities which he owes or has incurred, exclusive of property exempt from execution.

(Signed) D. T. HEAD.

Sworn to & subscribed before me this 31st day of July, A. D. 1877.

(Signed) THO'S M. MORRIS, *J. P.*

THE STATE OF LOUISIANA,
Parish of Ouachita:

Before me, the undersigned authority, personally came Frederick Endom, to me well known as a resident of said parish and State, who, being sworn, deposes and says that he is the same Frederick Endom who on the 9th day of July, instant, signed the appeal bond of
638 the defendants in the case of Henry R. Jackson et al. vs. J. T. Ludeling et al. in the circuit court of the United States for the State of Louisiana, as surety thereon for the sum of five thousand dollars, and that he is now worth more than the said sum of five thousand dollars over and above all debts and liabilities which he owes or has incurred, exclusive of property exempt from execution.

(Signed) FR. ENDOM.

Sworn to & subscribed before me this 27th day of July, A. D. 1877.

[SEAL.] (Signed) R. W. McCLENDON,
Recorder and ex-officio Notary Public.

Defendants' appeal bond.—Filed August 25th, 1877.

UNITED STATES OF AMERICA,
State of Louisiana:

Know all men by these presents that we, the North Louisiana & Texas Railroad Company, the Vicksburg, Shreveport & Texas Railroad Company, John Ray, William R. Gordon, Francis P. Stubbs, John T. Ludeling, Joseph F. McGuire, George C. Waddill, Henry M. Bry, Wesley J. Q. Baker & others, defendants in the suit entitled Henry R. Jackson

and others versus Vicksburg, Shreveport & Texas Railroad Com-
639 pany, John T. Ludeling and others, in the circuit court for the fifth judicial circuit & district of Louisiana, as principals, & William W. Farmer, Frederick Endom, Daniel T. Head, F. Edward Bowman, & John R. Muir, as securities, are held & firmly bound, jointly and severally, unto Henry R. Jackson, Moses D. Wadley, William M. Wadley, Edward Padleford, Miller Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Martin G. Swanson, & Abraham B. Reading, appellees or defendants in this appeal, & complainants in the original suit aforesaid, in the sum of twenty-five thousand dollars, lawful money of the United States of America, to be paid to the said Henry R. Jackson, Moses D. Wadley, William M. Wadley, Edward Paddleford, Miller Grieve, Lemuel P. Grant, John T. Grant, Walter H. Mitchell, Martin G. Swanson, & Abraham B. Reading, their heirs, executors, administrators, & assigns; for which payment, well and truly to be made, we bind ourselves & each of us by himself, & each of our heirs, executors, & administrators, firmly by these presents, to the extent of the sum for which we have respectively signed, to wit: William W. Farmer
640 for ten thousand dollars; Frederick Endom for five thousand dollars; Daniel T. Head for five thousand dollars; F. Edward Bowman for five thousand dollars; & John R. Muir for twenty-five hundred dollars.

Sealed with our seals, & dated this fifteenth day of August, (1877) eighteen hundred & seventy-seven.

Whereas the North Louisiana & Texas Railroad Company, the Vicksburg, Shreveport & Texas Railroad Company, John Ray, Francis P. Stubbs, John T. Ludeling, William R. Gordon, Joseph F. McGuire, George C. Waddill, W. J. Q. Baker, Henry M. Bry & others have in open court presented a petition to the honorable the circuit court of the United States for the fifth circuit, holding sessions in and for the district of Louisiana, praying for an appeal to the Supreme Court of the United States to reverse the judgment or decree rendered in the above-entitled suit by the honorable the circuit court of the United States for the fifth circuit, holding sessions in & for the district of Louisiana:

Now, therefore, the condition of this obligation is such that if the above named North Louisiana & Texas Railroad Company, the
641 Vicksburg, Shreveport & Texas Railroad Company, John Ray, Francis P. Stubbs, George C. Waddill, John T. Ludeling, William R. Gordon, Joseph F. McGuire, Henry M. Bry, Wesley J. Q. Baker & others, shall prosecute their said appeal to effect, & answer all damages & costs if they fail to make good their plea, then this obligation shall be void; otherwise it shall remain in full force & virtue.

Signed, sealed, & delivered this fifteenth day of August, A. D. 1877, in the presence of the undersigned witnesses.

(Signed) JNO. T. LUDELING,
Pres't of North La. & Texas R. R. Co.

(Signed) JNO. T. LUDELING, [L. S.]
For himself as Attorney for the Defendants.

(Signed) FRANK P. STUBBS. [L. S.]

do W. R. GORDON. [L. S.]

I am security for ten thousand dollars.

(Signed) W. W. FARMER. [L. S.]

Witness signature of W. W. Farmer:

(Signed) CHA'S S. PURVIS, [L. S.]

I am surety for five thousand dollars.

(Signed) F. E. BOWMAN. [L. S.]

I am surety for five thousand dollars.
(Signed) F. ENDOM. [L. S.]
I am security for five thousand doll's.
(Signed) D. T. HEAD. [L. S.]
I am surety for five thousand dollars.
(Signed) ——— ———. [L. S.]
I am security for twenty-five hundred dollars.
(Signed) J. R. MUIR, $2,500. [L. S.]
Witness:
(Signed) THO'S L. JAMES.
" FRED. L. LUDELING.

612 United States of America, circuit court of the United States, fifth circuit and district of Louisiana.

CLERK'S OFFICE.

I, Francis A. Woolfley, clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, do hereby certify, that the foregoing 641 pages contain and form a true and perfect transcript of the original decree of court, entered March 22d, 1875, the writ of injunction issued 25th March, 1875, as well as of all the orders made, decrees entered, documents filed, proceedings had, etc. (as are enumerated and set forth in the index hereto annexed), in the case of Henry R. Jackson et als. vs. Vicksburg, Shreveport and Texas Railroad Company and others, No. 5033 of the docket, so far as the same now remain of record or on file in said court.

Witness my hand and the seal of said court at the city of New Orleans, this 21 day of September, A. D. 1877. Two (2) words erased, approved, before signing.

[SEAL.] T. A. WOOLFLEY,
Clerk.

I, W. B. Woods, United States judge for the district of Louisiana, do certify that Francis A. Woolfley, whose name is signed to the above certificate as clerk of the circuit court of the United States for the fifth circuit and district of Louisiana, was, at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

Given under my hand at the city of New Orleans, in said district, this 21 day of September, A. D. 1877.

W. B. WOODS,
Judge.

(Indorsement on cover:) No. 525. Henry R. Jackson, Moses D. Wadley et al., appellants, vs. The Vicksburg, Shreveport & Texas Railroad Co. & John T. Ludeling et al. Filed 12th October, 1877. And No. 526, The Vicksburg, Shreveport and Texas Railroad Company, John T. Ludeling et al., appellants, vs. Henry R. Jackson, Moses D. Wadley, et al. Louisiana C. C. U. S. Filed 12th October, 1877.

Brief no one

Supreme Court of the U. S.

525, 526—Cross Appeals.

HENRY R. JACKSON, ET AL.

vs.

NORTH LOUISIANA AND TEXAS RAILROAD COMPANY, J. T. LUDELING, ET AL.

Appeals from the Circuit Court of the United States for Louisiana.

JOHN A. CAMPBELL,
Sol'r for Appellants.

Murphy & Co., Printers & Stationers, 182 Baltimore street, Baltimore.

Supreme Court of the United States.

525, 526—Cross Appeals.

HENRY R. JACKSON, ET AL.

vs.

NORTH LOUISIANA AND TEXAS RAILROAD CO., J. T. LUDELING, ET AL.

Appeals from the Circuit Court of the United States for Louisiana.

I.

STATEMENT OF THE FACTS.

These appeals return to this Court the record and proceedings in the Circuit Court, subsequently to its receipt of the mandate of this Court in this cause, which cause was heard here, and is reported under the title of Jackson vs. Ludeling, 21 Wall., 606. The Circuit Court recorded the mandate as the decree of that Court. It reïnstated the suit to the docket; the conveyance by the Sheriff of the parish of Ouachita to Ludeling and his associates, dated 5th February, 1866, of the property of the Vicksburg, Shreveport and Texas Railroad Company described in the bill was cancelled, and an injunction issued to the defendants to restrain any claim of right in the property, under that deed, by

them; a Receiver was appointed who took possession of the property; a Master was appointed to ascertain the amount of the debt arising upon the bonds validly issued under the mortgage of the corporation set out in the bill; the names of the creditors; the property to be sold and a proper mode of sale.

He was also required to state the account for the money or property received by the defendants from the property sold to them, and to conform to the directions of the decree. Record, pp. 1, 2. The decree of this Court is appended to this brief as Exhibit A, p. 45.

The Master made a special report of the amount of the debt as consisting of seven hundred and sixty-one bonds, with coupons thereon from September, 1863, and some coupons of an earlier date. This report was confirmed without exception. Certain bondholders filed objection and exceptions to a report of the Master which denied the validity of the bonds presented by them.

These exceptions are included in the Record, No. 156, of this Court.

The Master reported the property, subject to the mortgage, and the mode of sale, which reports were not opposed. The Master made special reports which embraced the subjects of the accounts for the receipts by the defendants from the earnings of the railroad and the sales of property, and the disbursements for maintenance and running expenses, and also in respect to the claim of payment for constructions and works made by them, on the land with their own materials, during the period of their occupation of the land.

These reports were the subject of exception by the plaintiffs, and the defendants in the suit. Record, p. 13, Master's report; order to recommit, p. 316; Master's report, 316; final order, 322; exceptions to first report, Record, p. 312–315; exceptions to second report, 319, 320. The reports contain a certificate of the matters contended for before him by the respective parties.

II.

THE DECREE OF THE CIRCUIT COURT STATED.

1. The decree declares that the property reported by the Master was subject to the payment of the debt he had reported to be secured by the mortgage of the Vicksburg, Shreveport and Texas Railroad Company, dated 1st of September, 1857, and due 1st September, 1877, with coupons of semi-annual interest of forty dollars each, being at the rate of 8 per cent. annually. The coupons from 1st September, 1863, and the half of March, 1863, till the maturity of the bonds, are unpaid. There were seven hundred and sixty-one bonds, of $1,000 each, issued.

2. The third section of the decree declares that the defendants had expended $488,109.54 on the property mortgaged for improvements, *which remain on the property ready to be turned over*, and on which they were entitled to interest from the date of the expenditure, at the rate of five per cent. per annum, till the appointment of a Receiver; 13th April, 1875.

That there was an excess of earnings over the running expenses and maintenance of $161,476 which the plaintiffs were entitled to, with interest from the receipt.

The Court deducted this sum from the amount of the allowance to the defendants, and found a balance for the defendants of $326,632.85. Four years of interest was allowed on this sum for the expenditures in improvements, making a total of $391,959.40 as the sum to be accounted for to the defendants, and to be raised in the manner set forth in the fifth section of the decree.

3. In the fifth section of the decree the Court directed all the property to be set up at the price of $833,098.38, the actual value thereof as shown in the report of the experts. (Record, p. 77, fol. 204); and if this, or a larger sum, were obtained, the sum of $391,959.40 was to be paid to the defendants in full, and

if the value above mentioned could not be obtained, the defendants were to have such a proportion of the sum obtained at the sale, as the expenditures bore to the upset price aforesaid.

4. The Court explains, in the fourth section of the decree, the doctrine of the dispositions specified in the third and the fifth sections. The Court, in the fourth, says that the claim of the plaintiffs to make any election on the subject of the removal, demolition or retention of the constructions and works made by the defendants was disallowed. That the plaintiffs were not the owners of the property within the terms of the 508th Article of the Code of Louisiana, and that it was not possible to remove some of the constructions, and that removal would be detrimental to the property and render it unfit for use. In the opinion made to explain the decretal order of 1876, (Rec. 316,) which is reported as Jackson vs. Ludeling, 2 Woods, 254, the Court overruled the claim of the defendants as *bona fide* possessors, and charged them with the fruits, and directed inquiries so as to make up a decree under the 508th Article of the Civil Code. In the decree made upon the coming in of the Master's report under that order, the Article 508, in so far as the rights of the plaintiffs as owners are involved, to keep or reject the constructions, was determined to have no application, and the claim reserved by the plaintiffs to elect was denied. The Court filed an opinion concurrently with the decree. (Record, 322, 329.)

III.

ASSIGNMENT OF ERRORS IN THE DECREE OF THE CIRCUIT COURT FOR APPELLANTS.

1. The appellants assign for error; the allowance made by the Court in the third section of the decree, of a sum of money as the principal, and a further sum as the interest thereon being for expenditures made by the defendants on the property

included in the mortgage described in the decree of this Court and held by the receiver which remain thereon and are ready to be turned over, with interest on the expenditures from the date. The plaintiffs have never ordered the expenditures, nor consented to keep the constructions or works put upon the property, and are not chargeable with the same. That they were put upon the property by the defendants with notice of the *vices* of their title, as they have been declared and adjudged in the opinion and decree of this Court and the decree of the Circuit Court under its mandate, and that the defendants have no title to any allowance.

2. The plaintiffs assign for error: the denial by the Circuit Court to the plaintiffs of the rights of ownership and interest in the said property in the third, fourth and fifth sections of the decree and the charges made in those articles upon the property in favor of the defendants, as follows: 1st. In allowing the plaintiff the sum of money specified in section third for expenditures on the property without reference to their value or the acceptance of them by the defendants. 2d. By the allowance of interest thereon as not sanctioned by any law of Louisiana or rule of equity. 3d. The application of money found to be owing to the plaintiffs, to the payment of these sums. 4th. By the provision for the payment of the remainder out of the proceeds of sale.

3. The plaintiffs assign for error the refusal of the Court to allow a rent for the property occupied by the defendants and the refusal to enter a judgment against the defendants for the rents, profits and products of the estate.

4. The plaintiffs assign for error, the failure of the Court to overrule the claims of the defendants and to order a sale of the property under the decree of this Court discharged from any claim of theirs for ameliorations, or outlays on the same.

The plaintiffs pray that the decree of the Circuit Court be reformed and amended, and that such a decree be here entered,

as will direct the sale and distribution decreed in its former decree without claim from or allowance to the defendants—that the defendants pay all of the costs.

IV.

THE ASSIGNMENTS OF ERROR DISCUSSED.

1.—The Status of the Defendants.

The decree of this Court directed the defendants to surrender all the property they had received under the sale made to them, and to account for the money and property derived therefrom, subject to such credits as the laws of the State of Louisiana and the circumstances of the case justified. The defendants, in their claim before the Master reäffirmed their answers—that their possession had existed in good faith, and that they were entitled to all the rents, issues and profits which they had received prior to the decree of this Court, and to the value of all of the constructions and works they had erected upon the property to the extent of the enhancement it had received. (Record, 21, fol. 57, 58.)

Thus the status of the defendants as occupants of the property, and the rights attached to occupants of their class, were presented for consideration. And this status we shall assume to have been conclusively settled by the opinion and the decree of this Court and the decree of the Circuit Court under its mandate. This Court said: "The defendants can take nothing by a sale thus made. Were we to sustain it, we should sanction a great moral and legal wrong; give encouragement to faithlessness to trusts, and countenance combinations to wrest, by the forms of law from the uninformed and confiding, their just rights. * * * * No words need to show that the defence of the new Company must fall with that of the defendants. The new company was formed by the purchasers at this illegal

and void sale. It was organized while this suit was pending, and it has no other title than these defendants."

Jackson vs. Ludeling, 21 Wall., 606.

The decree of this Court annulled the sale made by the Sheriff to the defendants, and his deed to the purchasers, because fraudulent and void, and it ordered the deed to be cancelled; directed the surrender of the property to a Receiver, and that the issues therefrom should be accounted for. The Circuit Court recorded the mandate and ordered the account to be so made. This claim is a contradiction of the judgment of the Courts and a denial of the force of their orders. The Civil Code of Louisiana defines a possessor in good faith. (C. C., 503.) The defendants had full notice of the defects of their title, as those defects originated in acts morally and legally wrong committed by themselves, and the import of those acts was declared to them by the plaintiffs in their refusal to accept the sale or purchase money, in notices delivered, and in the allegations and statements of their bill, and their prayers for relief in this suit. We shall assume in this discussion they are possessors in bad faith, and are subject to the responsibilities of that class who have been convicted of positive fraud, (*dolus.*)

2.—The Law of Louisiana as Regards Ownership; and the Responsibility of Possessors Mala Fide—with an Examination of the Decree of the Circuit Court.

The third section of the decree of the Circuit Court determines that the defendants are entitled to all of the *expenditures* made by them, and to legal interest from the date of the expenditures for constructions and works made upon the property, still remaining on the ground, ready to be turned over under the terms of the decree. This decree assumes there is a rule of property in Louisiana which accords to a possessor who

enters upon the property of another under a title procured by the commission of a legal and moral wrong, faithlessness to obligations of duty, and by a combination to overreach the uninformed and confiding, a title to an indemnity at the time of his surrender by reimbursing him for all his expenditures, with interest for constructions and works left by him on the property without reference to their intrinsic value. The Civil Code of Louisiana makes a provision which does include a possessor in bad faith in only two articles. The Article 2314, allows to every one who restores the property of another to the owner the expenses *necessarily* incurred for its *preservation*, "even to the possessor in bad faith."

The other article is that which has come under the consideration of this Court and of the Circuit Court in the suits of Gaines vs. New Orleans. (1 Wood. Rep., 104; 15 Wall., 624; Rev. Code, Art. 508.) Ownership under the Code is the right by which a thing belongs to one to the exclusion of all others, and to use, enjoy and dispose of it without any control, except from the laws. This carries with it a right to all that it produces, or becomes united to it, naturally or artificially, even though the work and labor be performed by another, if that other be a simple possessor and did not hold it *bona fide*. This ownership carries with it all that is directly above or is under the land.

C. C., Arts. 488, 491, 499, 502, 503, 505.

The dominion of the owner, as it is termed in the Code, is declared to be potential in the first clause of article 508 before alluded to: "When plantations, constructions and works have been made by a third person, and with such third person's own materials, the owner of the soil *has a right to keep* them or to *compel* this person to *take* away, or to *demolish* the same." No concession to the mere possessor is to be found in this declaration detracting from the exclusiveness of the right of the owner. The Code says he has a *right* to *keep* them, or to compel the removal

or demolition by this possessor. The second clause proceeds to enact, that removal or demolition when required, shall be made at the cost of the possessor, without *compensation* to him, or prejudice to the owner's claim for the damages he has sustained. But, if the owner shall keep the works he shall OWE NOTHING but the reïmbursement of the value of the materials and price of workmanship without reference to any value given to the property. The Circuit Court determined that the expenditures of the defendants in making of improvements and betterments on the mortgaged property, which still remain on the ground, with interest on those expenditures from the date of the expenditures, are correspondent to value of materials and price of workmanship. The Court decided that this sum should be charged upon the account of rents and profits and paid therefrom, in so far as there had been an excess of earnings over disbursements; and for any remainder, the property should be valued and sold, and the defendants should have the whole or a *pro rata* share of the proceeds, if the value should not be obtained in the sale of the property.

The Circuit Court in its opinion and its decree denied that the Article 508 of the Code, which secured to the owner of the property a prerogative to require the removal, or demolition of the constructions and works erected by a possessor in bad faith was applicable to the plaintiffs in this suit for they were not the owners. The right of some of the plaintiffs was that of hypothecary creditors; the right of other plaintiffs was that of shareholders in the corporation. The real right and dominion was that of the Vicksburg, Shreveport and Texas Railroad Company. But if there were force in this statement it scarcely justifies a decree to charge the property which had been hypothecated to these creditors prior to the illegal occupancy by the defendants and whose mortgage was fraudulently used to dispossess the Corporation of its franchises with a debt for constructions and works made during a fraudulent possession, fully

sixty-five per cent. above the value of the constructions and works which remain on the ground for sale. The only legitimate claim for distribution of proceeds of a sale, would be the value of the contribution of materials and values to the subject of the sale. But this decree of the Circuit Court, proceeds from a misconception of the rights of the hypothecary creditors in a suit to enforce their mortgage, and of the structure of the suit in the Circuit Court. The mortgage is a real right granted on the property and confers a power to seize and to sell it and all the owner and debtor shall have placed upon it. (C. C. 3278, 3282, 3328.) A third possessor, who holds by a conveyance from the mortgagor or any *bona fide* possessor who makes improvements on the land, may reclaim of the hypothecary creditor the additional value which has been given to the land by the expenses and improvements he shall have incurred or made.

C. C., 3407; 1 Trop. priv. & h., No's 260, 836. Paul Pont., P. & H., No. 1208.

Merlin, commenting on Articles 508 and 3410, as found in the French Code, concedes to the *bona fide* possessor having no connection with the debt or the mortgage, the claims conceded to the third possessor in 3407; he denies to the *mala fide* possessor any other claim than that of a *mala fide* possessor, in 508. He decides that in a suit to enforce the mortgage, the hypothecary creditor is a full representative of the owner and mortgagor. (25 Merlin Rep., tit. Privilege de crèance, sec. IV, 1, 2.) This necessarily results from the fact that the mortgage prevails over the entire estate subjected to it, and over each and every portion, and follows it into whatever hands it may pass. (C. C., 3282.) But this suit had a wider scope than the foreclosure of the mortgage. The wrong committed, extended to the corporation as well as to its hypothecary creditors. This corporation had been ousted from its franchises and property, and the majority of its directors were parties to the wrong, and were vendees of the

Sheriff, and grantees in his deed. The corporation was disabled from bringing a suit or acting in its own behalf, because of the infidelity of its own officers. The stockholders having an equitable interest in the franchises and estate, joined with the hypothecary creditors and are plaintiffs. The corporation was made a defendant and has not answered the bill. A decree *pro confesso* was taken. So every party having a right, legal or equitable in the property, is before the Court.

The suit is complete in this respect to the adverse claimants.

The parties to the Sheriff's deed and the Sheriff himself, are defendants to the original bill. These parties after the suit was commenced, obtained a legislative act to vest the corporators and the corporation, denominated the North Louisiana and Texas Railroad Company, with the franchises, privileges, rights, and property of the Vicksburg, Shreveport and Texas Railroad Company and with other rights and privileges. This corporation was made a party. These defendants answered, affirming that they held full ownership under the deed they had obtained, and denied that they held any property of the Vicksburg, Shreveport and Texas Railroad Company, which was subject to the mortgage. They claimed to be exempt from accountability, and claimed to have compensation for improvements. The decree of this Court was a decree that determined the entire question of ownership, as if the issues had been formed upon a writ of right or in a petitory action. A full decree for the cancellation of the title of the defendants and a perpetual injunction upon them from claiming they had a title, was made; and a full restitution of property and franchise was rendered; and an account for the property and all that had come from it to them was given. The basis for the decree of the Circuit Court is thus shown to have been insufficient and its fourth section erroneous.

We may now examine the dispositions of the decree in favor of the defendants in reference to allowances and the manner of their payment.

The sum declared in the decree as the amount of the expenditures made by the defendants for constructions on the ground ready to be sold is . .	$488,109 54	
For interest on this sum, according to decree, ...	97,621 88	
The allowance of principal and interest for constructions on the ground to be turned over, .		$585,731 42

The credits to the plaintiffs as found by the Court:

Excess of earnings over maintenance, running expenses, &c., ...	$161,476 69	
Interest, ...	32,295 33	
Total, ...		193,772 02
Balance for defendants as per decree, ...		$391,959 40

The Court charged this balance upon the entire property to be raised under the terms of the fifth section of the decree, and to be paid from the proceeds of the sale ordered. The manner is ascertained from that section. The Court ordered the entire property, including the constructions and works found on the ground, to be turned over to be set up, at the price of $833,098, *the actual cash value of the entire property* including constructions and works. If this sum were obtained, then the defendants to be paid their balance of $391,959.40; and in that proportion, if a sum below the upset price were obtained, to the upset price.

The decree of the Court assumes that the defendants have an interest in the entire property, as the sum of $391,959 is to the

sum $833,098. This invites the inquiry, what interest have the defendants in the subject of the sale ordered by the Court? Their deed from the Sheriff has been cancelled, and all claim under it is interdicted by injunction. There remains an interest in the constructions and works they placed upon this property which they wrongfully occupied. This interest is defined and circumscribed by the 508th Article of the Code, which the Circuit Court put aside. We have a minute and detailed account of the constructions and works of the defendants in Exhibit B, Record, 45 or 78 duplicates. This value is found to be $347,361.29. But the sum of $193,772.02 of the money of the plaintiffs has already been applied for constructions and works, or expenditures for them. This sum being taken from the actual value of those constructions as found, will leave for the value remaining $153,589. The decree grants for this remnant a claim for $391,959.40.

This singular and inexplicable result is attained by an adoption of the opinion that these plaintiffs owe for such constructions and works what they cost the defendants when they were new and without reference to the deterioration or waste or diminution of value during years of use. This result is decreed absolutely and without reference to any election the plaintiffs may make. The right to make an election is denied to the plaintiffs.

The upset price is $833,098, and is derived from Greene & Richardson's Report, pp. 43, 44, or pp. 77, 78.

These experts examined the property and were required to find the value of whatever was found upon it, or as a part of it. The first of their valuations is found in Exhibit A, Record, 34 to 43, or 67 to 76. This is the market value of the articles as they are found on the ground, and comprises all, including the constructions and works of the defendants. The actual value of the entire railroad is set down at $1,576,479.65. Of the Eastern Division, including all defendant's works, $1,106,205.77.

Exhibit B is limited to additions after February, 1866, which remain on the ground, $347,361.29.

The constructions and works remaining on the ground are less than one-third of the estimated value of the Eastern Division and less than one-fourth of the entire railroad. The experts made an estimate, founded on the basis of the earnings from the railroad in its present condition and present management. This estimate is found at pages 76, 77, or 47. In this the Eastern Division is estimated to be worth $329,753.63, or with the lands, $389,753. The Western Division is set down at $309,579 with the lands and without a lease, and the whole property at $833,098.38.

This cannot be considered as a just mode of determining the respective contributions to the sale to be made. The last estimate is made upon the estimates of an unfinished enterprise, and which enterprise has been obstructed and hindered in its completion by the acts of the defendants themselves.

The values in Exhibit A will be realized when the railroad is finished. They represent a market value. The defendants in their claims affirmed that they were all the time possessors in good faith, and that they were entitled to all the fruits, products and rents until the decree of this Court had informed them that their title was a nullity. They claimed, as possessors in good faith, they were entitled to the value of their improvements in so far as they enhanced the property.

The defendants, sustaining this claim, would have been entitled for improvements on the proofs, to . . .	$347,391
They would have retained, as their own, the excess of earnings over expenses, and the interest thereon, .	193,772
The aggregate would have been	$541,163

But when we return to the account which the Court has allowed to these defendants, as possessors in bad faith, for prin-

cipal and interest to be paid to them by the owners without consent or election, it is $585,731.42.

Here is an absolute profit secured to the defendants by their condemnation in this Court, and by the recognition of the fact that they possessed in bad faith.

Nor can we charge such a result to the Civil Code. The Civil Code, in reference to the *mala fide* possessor, does not in any case impose a charge upon the owner, except by his own election. The owner has the right to compel the removal or the demolition of the works, or to keep them. A reference to the provisions of the Code in other instances of settlement for expenditures upon the property of others will throw light upon this discussion. A parent advances a child by a gift of land. In the settlement of the succession a collation takes place, and the child returns the land with improvements. He is allowed their actual value to the land. (C. C., 1256.) A third possessor of property mortgaged improves; his allowance for improvements, is on the same rule, and so any other *bona fide* possessor. (C. C., 508, 3407.) An usufructuary makes permanent and valuable improvements, and is entitled to no reimbursement. (C. C., 594.) A lessee who makes improvements can remove the constructions, if practicable, but can make no demand for compensation. (C. C., 2726.)

The rule of Chancery is according to the case. A trustee, guardian, mandatory, manager, acting *bona fide*, and with authority, is allowed for useful improvements, his expenditures, and sometimes interest. Where no relations of the kind exist, and there is no authority to charge the owner with expenditures, the actual value of the improvements is charged to the owner. In cases of positive fraud the Court will not settle the account. It charges an occupation-rent for all the property occupied by the wrong-doer. The Article of the Code does not allow interest to the *mala fide* possessor for the value of the materials or price of workmanship.

In case the election be to *keep*, the Code is peremptory. The owner *owes nothing*, but the value of the materials and price of workmanship. There is no ground for any addition. The object was to promote a sale of the materials and workmanship and this would have been obstructed by charges of interest for from one to eight years upon cost of perishable materials.

The Circuit Court in making the order of May, 1876, adopted the 598th Article of the Civil Code as applicable to the case, and directed inquiries leading to a decree founded upon that article.

R., 316; Jackson vs. Ludeling, 2 Wood's R., 254.

The Court departed from that article in the decree rendered in 1877, in denying to the plaintiffs the power to elect, whether the constructions and works should be kept, or removed, or demolished; in the decree to allow the defendants to participate in any sale, or to receive payment before that election was made; in decreeing that interest upon the value of the materials and price of workmanship was a part of the debt, in the case that an election to keep was made by the owner; (2 Aubrey & Rau, droit civil, 232,) and finally in making a decree that nothing for the deterioration of materials such as embankments, cross-ties, bridges, should be deducted for the value and that the original cost was to be paid, as if they were new.

V.

EXAMINATION OF THE CLAIMS OF POSSESSORS, CONDEMNED AS FRAUDULENT POSSESSORS.

Bentham in a search for causes which confer a right of one person to property of another, puts this question. If I apply my labor upon a thing which belongs to another, treating it, as if it were my own, to which of us ought the thing produced to belong? He says, "before answering the question, the matter of fact must be cleared up. Was it honestly or dishonestly that I

treated the thing as my property? If I have acted dishonestly, to leave me possessed of the thing, would be to reward the crime." Similar inquiries become necessary and recur whenever a moral and legal wrong is committed upon rights of property of the uninformed and the confiding. In the Courts that administer the common law, the rights of an owner are maintained as paramount and as exclusive. The occupant, without a title to the land is not recognized as entitled to improvements. The historian of Jurisprudence says: "Nor is there a case decided in England, Ireland or the United States grounded upon common law principles, declaring that an occupant of land without a special contract, is entitled to payment for his improvements, as against the true owners, when the latter had not been guilty of a fraud in concealing the title." (Heron, hist. ju., 715.) The cases in this Court support this conclusion.

Green vs. Biddle, 8 Wh., 1–84.
Carver vs. Jackson, 4 P., 1–101.
Railroad vs. Soutter, 13 Wall., 517.

The Courts of Chancery follow the law, and do not afford relief to occupants who have made improvements unless there be an original equity to bind the conscience of the owner, and which imposes an obligation to compensate for the improvements or allow the possessor their value in the adjustment of their accounts.

Putnam vs. Ritchie, 6 Paige, 458.
Story Eq., sec. 702.
Mill vs. Hill, 3 H. L. Cas., 828,
Gibson vs. D'Este, 2 Y. & C., 581.
3 Dru. & W., 337.

But in those cases where the improvements have been made by a possessor whose title originates in a positive fraud, and

where there are conditions of circumvention and overreaching, compensation is uniformly denied.

Railroad vs. Soutter, 13 Wall., 517.
Perry vs. Brown, 3 Rid. P. C., 462.
Morrison vs. Robinson, 31 Penn., 456.
Horne vs. Fonda, 5 John. Ch. R., 388, 416.
Russell vs. Blake, 2 Pick., 505.
Bump. Fraud Con., 595, 2d Ed.
McKim vs. Moody, 2 Rand., 6.
21 Ala., 633.
H. & Gill, 191.

The Roman law, the immediate source of the French and Louisiana Codes on the rights of ownership, made a clear and broad line of division between the rights and responsibilities of possessors in good faith, and possessors in bad faith.

The modern Codes of France, Italy and Germany adopt the indulgent and lax rules of the Roman law as to the former, and their enactments in respect to the latter do not materially differ. The *mala fide* possessor, in the Roman law, who had made constructions on the land of another without authority, could make no claim for payment upon the owner, and was not held to be entitled to any indemnity.

Mackeldy Inst., sec. 250.
Just. Instit. de re. div., sec. 30, by Cooper, p. 99.
Lariche, Explication des Instit., p. 377, No. 755.
New Orleans vs. Gaines, 15 Wall., 624.

The jurists, whose opinions are quoted in the Pandects, are equally explicit. After discussing the claims of the *bona fide* possessor, one says: "*Hactenus de bonæ fidei possessore. Malæ fidei vero possessione nihil aliud circa non necessarias conceditur quam ut tollat ea quæ tolli possunt.*" He is entitled to nothing

beyond his necessary expenses, and permission to take away what he has constructed.

4 Poth. Pand., p. 56, sec. 48.
16 Poth. Pand., p. 554, sec. 26.
24 Poth. Pand., p, 469, sec. 1469.

The Article 508 of the Louisiana Code being the same as the 555th of French Code, follows the Roman, in not forfeiting the materials employed by this possessor, and belonging to him in making the constructions or works upon the land of another. If those materials were separated from the land by the act of the owner at any time, or for any cause, the right of the owner of the materials might then be asserted. He could not destroy the construction or the work to the injury of the land, but had to abide his time. The French Code on this subject was designed to adjust a difficulty which the Roman law left open and unsettled. Pothier, in his work de la Proprietè, after discussing the rights of the possessor in good faith and his exemptions, examines the law as to him who, with knowledge of the adverse title, occupies the property and alters its condition. He says the Roman law refused reimbursement to him for his expenditures, not necessary, although they gave additional value to the land, *and only allowed him to remove the things which could be removed without injury.* He cites a number of texts in proof of this, and says his is the accepted interpretation. He puts cases to show degrees of bad faith resulting in a difference of responsibility of such possessors. "There is," he says, "a bad faith defined, and criminal as that of an usurper who has profited by the absence of a proprietor, or of the minority of an owner, who is without a protector, to take possession of their property. Such a possessor aught to be treated with all of the rigor of the law. He merits no forbearance, and ought not to be allowed for the constructions he had made, during his occupancy of the property."

Pothier de la Prop., t. 8. sec. 350. Dupin's ed

Denisart is equally positive. He says: "A possessor in good faith who has constructed a building on, or augmented the value of lands from which he has been evicted, may demand compensation in so far as they increase the value of the land. But the possessor in bad faith, knowing his possession to be unlawful, cannot acquire anything. The owner acquires all. Such a possessor must blame himself for having made constructions under such circumstances."

Denisart, t. 3, p. 700, sec. 321.

Savigny describes the German interpretations and enumerates the various degrees of bad faith which have been recognized. There is a bad faith which results from the notice derived from litigation of the title. There is a bad faith which results from the consciousness the possessor had, that his title is defective. There is a bad faith resulting in the perpetration of a fraud. There is a bad faith resulting from acts criminal and punishable.

Savigny, traiti de droit Romain, ch. 264.

The leading jurists of France, prior to the compilation of the Code Napoleon, were consulted by the Council of State in its preparation, and are now relied on to direct the tribunals in their labor of interpretation. The Code has been criticised in France and elsewhere for its fallacious brevity. But no Council could have provided for the cases continually arising out of the circumstances and conditions of life in a community where a high civilization prevails, and which conditions are constantly changing. The commentators on the Code since its adoption habitually refer to the ancient jurisprudence with approbation. Demolombe quoting Pothier, concludes: "The personal position of the possessor in bad faith depends upon the more or less culpable nature of his bad faith; and our ancient authors have not hesitated to remark that there is much more of forbearance to be used towards him who knowingly purchased the property

of a minor, in a reasonable expectation of his ratification of the act after his majority, than to him who without a title has usurped the property of an absent proprietor, which usurper, says Pothier, ought to be treated with all of the vigor of the law."

Demolombe de la prop., No. 689.

Bentham, stating the principles of a Civil Code, says: "A fraudulent acquisition ought never to be permitted, if it can be hindered. It is an offence which approaches to theft. To sanction the bargain would be to reward the crime."

Part II, ch. 2.

So Dalloz, after citing Pothier, says, "the judges, it seems, have a discretionary power to establish after an examination of all of the circumstances of the case, whether there is, or is not, any indemnity due to a possessor in bad faith; and should they determine that there is no room, it would indicate that the third possessor ought to blame himself for having made constructions on a property that he knew to belong to another person. He cannot destroy them, *the Article* 555 *conceding the right to them, being applicable only to constructions, which can be taken away.* This doctrine will be found to be established by a judgment of the Parliament of Paris, cited by *Lepage.*"

38 Dalloz jur. Gen. p, 275, No. 444.

In the case of Penny vs. Brown, already cited, 3 Rid., P. C., 462, the Chancellor said: "As to the equity arising from valuable and lasting improvements, I do not consider a man who is conscious of a defect in his title, and with that conviction in his mind expends a sum of money in improvements is entitled, in any sort, to avail himself of it. If a person really entitled to the estate will encourage the possessor of it to expend his money in improvements, or if he will look on and suffer such expenditure without apprizing the party of his intention to dis-

pute his title, and will afterwards endeavor to avail himself of such fraud, the jurisdiction of equity will attach in such a case. *But does it follow from thence that if a man has acquired an estate by a rank and abominable fraud and shall afterwards expend his money in improving the estate*, that therefore he shall retain it in his hands against the lawful proprietor? If such a rule shall prevail, it will certainly justify a proposition which I once heard stated at the bar of the Court of Chancery, that a common equity of this country was to improve a man out of his estate."

It must be apparent that there is no essential difference between the doctrines of chancery and the lucid expositions we have quoted from the ancient as well as the modern jurists of France.

The Supreme Court of Pennsylvania puts the case "of one who forcibly disseises another and makes such improvements, or one who makes them after action brought to try the title, can have no right to have his improvements estimated; because he has no right to choose the mode of improvements for another man's property against his will; and justice will not compensate him at the hazard of doing wrong to the owner."

Morrison vs. Robinson, 31 Penn., 456.

Pothier penetrates to the foundation when he examines the precept which supports the entire fabric of doctrine. He says, as regards the rule *neminem acquum est alterius detrimento locupletari*—the rule that no man should enrich himself by injury to another, this author says: "A *bona fide* possessor may properly oppose it against an owner, but it is not available to a *mala fide* possessor. The owner can reply to the latter that equity did not empower him to take possession of his land and to make thereon such changes as he desired and so put the owner to charges that were burdensome, and that he might not wish to bear, and which this possessor had no right to impose. If the latter suffers from the failure to reïmburse him, he must blame

himself, as being in fault, and no one can complain of consequences he has brought upon himself. This is the answer which Justinian puts in the mouth of an owner who resisted the claim of such a possessor: *Nam scienti solum alienum esse potest objici culpâ quod ædificaverit temere in eo solo.*"

Poth. de la Prop., sec. 350.

The concessions of the Civil Codes of France, and of Louisiana, to the *mala fide* possessor have not been made from a discovery of any meritorious claim on his part, nor from any weak and effeminate sentiment relative to the hardships of his condition. Those concessions have been granted, under much restriction and the rights of an owner are not compromised by them, except, with his own definite and declared consent. Nor do these articles of the Code withdraw any of the expressions of reprobation with which the Code characterizes fraud, or violence in the acquisition of property or which disturb the enjoyment of owners. A fraudulent or violent acquisition of property, is not far removed from robbery or theft. To sanction either would be to reward a crime. The Civil Codes compensate the possessor in good faith for constructions, only to the extent that the owner has been benefitted. The possessor in bad faith is responsible to the owner for all of the *damages*, the latter has sustained. The transaction in reference to the constructions and works, in nowise condones or settles this claim. Nor does the Code allow him to diminish the dominion of the owner. If the owner commands removal or demolition, the mandate must be obeyed. It is only, when the owner consents to bargain for the constructions or works, and *completes* his bargain that a different relation—that of buyer and seller, or creditor and debtor arises.

In this relation the owner is still the favored party, for the possessor is limited to a price, beyond which he may not go. The owner "*owes nothing*," beyond the value of the materials

and the price of the workmanship. The value of the materials as they exist on the ground, and the price of their workmanship.

Nor can this possessor exclaim against these conditions. No other article of the Code takes the least notice of him. The conditions as contained in this article are annexed to and form the essential part of his title to compensation in any form. Should the owner thus consent to keep the constructions, the materials become his property as a portion of the land. Until this transfer be made, subject to the rights of the owner to hold them, the possessor remains the owner. Should the Mississipi river by inundation remove or demolish them, this part of the case would be terminated. The possessor sustains the loss. So, were the owner to remove or to demolish them, the materials would be the only property of the defendants.

These principles are stated in the writings of the French commentators.

Demante, t. 1, No. 559.
Accalos, t. 1, pp. 589, 591.
Demolombe, de la Prop., No. 679.

The right of the possessor to the materials, the fact that they are at his risk, and are subject to a right vested in him, is recognized by the Courts of Louisiana.

Baldwin vs. Union In. Co., 2 Rob., 133.
Mitter vs. Mechaud, 12 Rob., 225.
Anselm vs. Brashear, 2 Ann., 347.

The decree of the Circuit Court seems to have been framed upon some opinion that there might be a community of interest between the plaintiffs and the defendants in the property embraced in the suit, and that justice might be effected by selling the property as a whole and dividing the proceeds of the sale among them in proportion to their respective rights. In that

case, if it be allowable, it is clear that the decree is inequitable in determining the share of the defendants, from the expenditures originally made and the interest on those expenditures while the whole property was deteriorating. The same rule should have been employed for the benefit of the plaintiffs. The cost, with interest to them, is only partially shown by the sum due on the mortgage.

This sum is $2,000,000 and upwards now. The present market value is shown in Exhibit A, but that was not accepted. It is not generally that the cost of materials and workmanship can be obtained for them in the sale of the property. And this clause in the Article 508 is not satisfactory to the jurists of France. The inconvenience would be serious were it not for the feature in the Article which allows the owner to reject the constructions.

The Circuit Judge in his opinion, was apparently not satisfied with the results he attained. The Master reached the cost of the materials by adding twenty-five per cent. to their present value. The defendants excepted to the report as not being a sufficient addition to arrive at the cost. The Court said that fifteen per cent. would have been sufficient. But this opinion was not carried into the decree, and the decree for principal and interest on expenditures is sixty-five per cent. in addition to the market value. The difference made between the decree and the opinion is $107,572.91. The decree was made out the last day of a long and exhausting term of the Court, in midsummer, and probably there is some inadvertence or omission which does not appear in the proceedings, and might explain the discrepancy. We do not find any Article of the Code of Louisiana, or any rule in chancery, which justifies a charge for the expenditures and interest thereon in favor of persons who acquired the property in bad faith and made the expenditures in their own wrong and for their own emolument, and when the cost is above the value.

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The inventory of articles remaining on the ground and ready to be turned over, is found in the Record, p. 83, fol. 219.

Earthwork, . . .	$ 38,461	Track-laying, . . .	$44,562
Bridging, ...	110,676	Depots and shops, .	20,453
Cross ties, ...	58,821	Rolling-stock, . . .	27,721
Chain and spikes, .	5,363	Machines, ...	4,032
Frogs and bands, . .	1,700	Engineering, . . .	26,400

It may be admitted that the removal or demolition of constructions and works from the land on which they were placed for use, in most instances, would be injurious to the owner of those constructions or works, and might be injurious to the property. The remedy this Article of the Code affords does not seem to be the best that might have been selected. In this instance there is but little physical obstruction to removal or demolition. A cavalry raid, or a gun-boat expedition, would, as they did, dispose of much of such constructions. The annual floods remove embankments, and decay requires the removal of cross-ties and trestle-work from time to time. These materials are the property of the defendants, and they are upon the lands of the plaintiffs. The owners of the lands have a plain legal right to demand their removal or demolition. The defendants having placed them on the lands without the consent of the owners, and with a full notice of their title, have no claim upon them for their price, nor for their safe keeping. The claim for compensation at their cost, with interest added, in their deteriorated and decayed condition, is manifestly without a semblance of equity. We do not know of any objection the plaintiffs have to buying these, at their value to them.

The expenditures, and the interest upon the expenditures, are $585,730 42

The actual market value of the constructions is .	$347,361 29
The application of excess of earnings and interest to purchase, ...	193,772 02
The remaining value is	$153,589 27

The removal or demolition of the constructions and works would certainly defeat the claim for $391,959.40 which the decree charges on the property, but the materials would probably bring all of value that remains to these constructions and works after the deduction is made we have indicated above, and the decay which has occurred for the last three years shall be deducted. This can be safely left to the parties interested to settle on the terms stated in Art. 508 after the right to election is allowed.

VI.

THE CASE OF THE PLAINTIFFS FOR INDEMNITY STATED.

In February, 1866, the Vicksburg, Shreveport and Texas Railroad Company was in arrears for less than three years of interest on its bonded debt, which bonded debt was not due and in the aggregate did not amount to one-half of the cost of its property. The sum due for interest was about $168,000 upon 761 bonds of $1000 each. Their property was seized and sold upon a proceeding commenced by a holder of four bonds, with interest for $720 due. The purchasers controlled the property from that time till their eviction in 1875, and this controversy with them is coeval with their purchase. The bonds all became due in September, 1877. All the coupons of interest on these bonds have since matured, and bonds and coupons have been enlarging by accumulated interest on the bonds and the coupons. The Vicksburg, Shreveport and Texas Railroad Company owes on its mortgage not far from $2,000,000. This

property was acquired and held till April, 1875, without the payment of one dollar to any bondholder or corporator not associated in the purchase, and not defendants in this suit. After this suit had been commenced, and was at issue in the Circuit Court at New Orleans, a legislative act was procured by the defendants declaring the associates and the corporation they had formed and was chartered had, and was vested with all of the franchises, privileges and property of the Vicksburg, Shreveport and Texas Railroad Company. In this charter a *second mortgage* was reserved to the State of all of the franchises and property to secure the State for a loan of its bonds to the sum of six thousand dollars, per mile, as sections of five miles from the Mississippi river, westwardly, should be put in running order. (Orig'l Record, p. 295.) (Sess. Acts, 1868, No. 108.) Subsequently to this, this suit still pending in the Circuit Court, a legislative act was procured by the corporators of the North Louisiana and Texas Railroad Company at the January Session of 1872, for the purchase by the State of eleven thousand two hundred, out of the sixty thousand shares of the capital stock of the North Louisiana and Texas Railroad Company—not one-fifth of the capital stock. The payment was made in the State 8 per cent. bonds, which had been issued at the rate of six thousand dollars per mile, and a corresponding issue at the same rate. This act called for the issue of five hundred and seventy-six new bonds to complete the purchase.

Session Acts, 1873, p. 13, No. 97.

During this period Ludeling was President; Waddell, Vice-President; Gordon, Superintendent; Stubbs, Attorney; McGuire, Secretary and Treasurer. The testimony of McGuire, Gordon and Stubbs shows that the iron rails used by this Company during the whole period of their occupancy and up to this date, are those found upon the railroad in 1866; not a rail has been purchased, and the expense account for collecting rails and

punching them, clearing brush from the road, was worth about $3,300; the value of these rails now is set down at $258,000. In Exhibit A, of Richardson and Greene, based upon the actual cash value of the items, the entire railroad and its property is set down at $1,576,479. (Record, 76, fol. 202:) McGuire, Gordon and Stubbs estimate its value to be about $2,000,000 as it stands. (Record, 94, 97.) They claim to have made an outlay of $884,060, but of this outlay is included salaries, contingent expenses, interest, office expenses, fees. Of what remains and can be found upon the ground ready to be turned over, the entire value is ascertained to be $347,391.29.

The defendants carried on a ramified business during this period in the transportation of property and persons, with the franchises, property and rights of the Vicksburg, Shreveport and Texas Railroad Company. They had liberal salaries, and their journeys and allowances are also on a liberal scale. The Vicksburg, Shreveport and Texas Railroad Company, in purpose and result, was dissolved; and the entire operations were conducted in another name and under the management of the purchasers for their own emolument. Like Ahab they had killed and taken possession.

These facts shew the absence of every relation of trust or confidence, or of business connection between these parties. The defendants were not mandatories, managers, *negotiorum gestores*, or agents for the plaintiffs. Nor do they claim to be now, and they disclaimed all such relations before this Court and the Circuit Court. These defendants dealt with the property as their own. They bought, they sold, they mortgaged, they conveyed. They had employés, agents and gangs of laborers. They were contemptuous and derisive of any day of retribution. This Court determined there were no such relations, and pronounced its decree that there were none. The decree is that the defendants must restore all they had received of franchise, privilege or property, and account for all that came from either.

They owed a full and entire indemnity. All that they had made, all that a prudent and discreet owner might have made of his possession, had never been illegally interrupted and destroyed.

C. C., 1934, 1943, 2312, 2313, 2510.

Dalloz, commenting upon a case decided in the Court of Cassation, and which he reports in a note, states the decision to be, that in the adjustment of the respective rights of the owner in bad faith and the owner who elects to keep the constructions and works under the Code, in no case can the reclamations of the possessor trench upon the sum he owes to the owner for fruits during the period of his illegal possession, in so far as regards those arising from the property in its original condition, and without reference to the constructions and works made upon it.

38 Dall. Jur. G., p. 271, No. 428, note.

No *mala fide* possessor can claim exemption in the Code from a strict account. He is bound to restore the property, with all of the natural and civil fruits of every nature, and his only claim is for his necessary expenses. Necessary expenses are those which are *indispensable* to the preservation of the thing. (C. C., 1259, 2314.) The defendants, as we have seen from their pleadings by their answers and claims before the Master, demand exemption as being *bona fide* possessors. They have never been able to appreciate the full measure of their responsibility for their wrong doing. In this case, under aggravated conditions, they ousted the owners from this property *lucri causa*. The disseisin has lasted now for near thirteen years; the detention of the property by them was for more than nine years. The corporation, deprived of their property, is now overwhelmed by a matured debt twelve times larger than it owed in February, 1866. The property occupied by these defendants, and

taken from the corporation, furnished the defendants with a capital worth $1,000,000. As a capital to be made active, it was worth $800,000. At the sale, the 3d February, 1866, responsible men offered to pay $550,000 for this property; these defendants offered $525,000. The iron rails, at the high prices of that day, were then proved to be worth $500,000. Now, after nine years' use, they are estimated to be worth $258,000. In 1864, a small section of the railroad was leased for twenty years on condition that this section should be built, equipped and returned in good running order and equipment. This property is set down as worth, unincumbered with the loan, $335,833; with the incumbrance, $153,490.

The claim we made before the Master, and before the Circuit Court, was for compensation for the employment of all of this property, was to assess an occupation-rent proportionate to its value as capital, whether we assume this capital to be $1,000,000, $800,000, $600,000, $550,000 or $500,000. The defendants have employed it actively for their own use, and excluded the plaintiffs from any use or enjoyment, or power to dispose of it. It is the habit of Courts of common law to compensate the owner ejected from his property by charging a sufficient annual rent. The jury are not limited to the actual products or market value.

Goodtitle vs. Tombs, 3 Wil., 118.
Adams on Eject., 391.
Sedg. on Damages, 124, 139.

The Courts of Chancery charge an occupation-rent, if the defendant, doing the wrong, occupy the land.

The management for the defendants has been dictated by considerations, affecting only themselves and their own convenience, ability or interest. These may not have been prudent or adequate with reference to the interests of the rightful owners.

They were not the agents, mandatories or managers for the plaintiffs. An account on their part as agent, mandatory or manager, would be fanciful. Such relations never existed, and

no such accounts were ever kept. The only relations are those of owners and possessors in bad faith.

Analogous questions have arisen, when claims have been made for repairs made for constructions and works erected, which have deteriorated or have been destroyed before the restoration of the property into the owner's possession.

Demolombe discusses the question, and says:

"In general, to appreciate whether an act of interposition or administration has been useful, we estimate it according to the conditions existing at the time it was performed, if, at this date, the act was well done, the reparation needful, the owner is bound though the thing perish; and an ulterior loss by a fortuitous cause will not liberate the owner from the payment of advances.

"Thus a tutor in respect to the property of a minor; a husband in respect to the property of his wife; and especially a mandatory and manager of the business of another. But the case put, has no relation to persons of the description we are considering. Sometimes we invoke the principles concerning a manager of affairs, for the solution of the relations of an owner of land and a third person who detains the possession from him. But the analogy is not a close one, and not unfrequently inexact. Now, to speak with precision in our hypothesis, the possessor who made the repairs has made them on a thing that he regarded as his own. He has made them on his own account, and for his own interest. Consequently the only obligation of the owner who resumes the possession and property, is bounded by the precept that he must not enrich himself at the expense of another. He cannot enrich himself from repairs which have been made on his property which have ceased to exist. So the possessor in bad faith would not be responsible to an owner for neglecting to make repairs necessary to an immovable, if the immovable had subsequently to the neglect been destroyed without fault in the possessor."

1 Demolombe de la prop., No. 687.

The constructions and works made by the defendant were made pending the controversy and pending the suit. They were at first of inferior material and construction, serving a temporary and transient purpose. In 1869, 1870, 1871, there was a larger expenditure and the work was more substantial. But the reports show that this work has undergone great deterioration; this deterioration has been increased since their eviction by an addition of wear and tear and by the inundations of the Mississippi river three years in succession. During all this period the owners of the property have had no relations with the possessors, except those which their opposition to the acts of the defendants, their suits in the Circuit Court, and the decree of this Court have disclosed and established. The plaintiffs are not responsible for a single act of the defendants, or their consequences, by any connection with or sanction to them. Nor can any settlement be made by forced analogies, to the settlements of parties between whom there were connections and not contradictions The only foundation for a just settlement is to regard the parties according to the facts. The defendants with a purpose of making profit invaded the legal rights of the plaintiffs and deprived them of the occupation, use, enjoyment and the power to improve and enhance the value and products of their property and now for twelve or thirteen years no restoration has yet been made. The plaintiffs might have completed the line of this railroad and developed all there was of value. We conclude that a decree should be made to vindicate the claims, and the sacredness of the claims to ownership of property, and to redress the wrong from a violation of these claims proceeding from malice or mischief or rapacity. The more the principle of property is respected, the more the rights of ownership are guarantied and secured, the more will the political and social organization be strengthened. One attack upon the principle leads to another. A successful overturn of the rights of ownership impairs the principle and

diminishes the guaranties. Without habitual vigilance and firm purpose in the administration of the laws concerning property, it is not difficult to believe that cupidity, circumvention, fraud and violence will acquire a fatal ascendancy over the laws and the administration tending to the subversion of the principle and law of property.

VII.

THE ACCOUNTS OF EXPENSES FOR MAINTENANCE AND RUNNING EXPENSES AND THE EARNINGS FROM THE RAILROAD.

The Master in his report in 1876, (Rec. 21,) submitted the claims then made, the accounts which had been submitted, and apparently sought instructions as to the principles on which he was to make up his final account.

The Circuit Court accepted the accounts of the defendants as presented for running expenses and maintenance, showing disbursements, and the accounts for earnings of the railroad, and sales of property. The excess of earnings over disbursements amounts to $161,476 upon which interest was to be allowed, and is allowed in the final decree. This is established as a credit for the plaintiffs for $193,772.02.

Master's Rep., 318, fo. 580.

The claim for construction as reported is for the actual cost of the improvements for materials and workmanship, so far as shown by their expenditures. The specifications do not show that all of these expenditures related to construction more than to anything else. The items besides construction are rolling stock, contingent expenses, interest, office expenses, printing, fees to procuring confirmation of land grant. (Record, 87; Record, 78–86.)

But the Master was confined by the 508th Article of the Code, to plantations, constructions, and works remaining on the land

and ready to be turned over which the defendants had made during their possession.

The defendants made no effort to show what constructions and works did remain on the ground of their workmanship, or composed of their materials, and there is no evidence of such constructions and works, except that contained in Exhibit B. (Rec. 78-86.) This was made in 1875, and has not been impeached, and no motion was made to have another commission appointed. This report identifies the materials and the workmanship as it exists and the present value. How this particular work was paid for was not referred to them. But the examination of the accounts show some facts that are suggestive. Greene and Richardson, find 196,073 cross-ties. In the expense account there is besides, 91,700 cross-ties. The experts say cypress ties last eight years; oak, four years. The result is, that the defendants used inferior ties, requiring replacements. The same facts are shown on the trestle work. We find there crib work and trestle work. In the report, 2,411,287 feet B. M. are found. The expense account shows besides, 855,000 feet B. M. of cypress timber. Showing replacements due to the same cause. The expense accounts show salaries to the defendants and other allowances; salaries, $87,231.89; travelling expenses, $7,800; interest on loans, $90,000; for rent, $1,273; for work done, $35,849.

These items of expenditure, and these specimens of account show that there can be no equal adjustment on the basis of an acceptance of the accounts which these defendants made in the capacity of owners of property, and without a recognition of any accountability.

The possessor in bad faith is to make a restitution of the property, and the value of its natural and civil fruits; the possessor cannot recover anything from the owner except, when there has been no products or fruits, natural or civil. The expenses indispensable for the preservation of the property, as taxes,

prior mortgages, are allowed. All other charges are at the risk of the possessor, and being proper may be deducted from the products, if any.

The allowance to the plaintiffs of an occupation-rent in lieu of a specific account would be more equitable, and a more convenient form of settlement.

VIII.

JURISPRUDENCE OF LOUISIANA.

The questions arising upon the claims of these parties before the Master, are determinable under the authority of the Articles contained in the Civil Code of 1825, and in the Revised Code of 1870, from which we have quoted them. Under the Code of 1808, and the Spanish law which, previously to 1825, was in force as a supplement thereto, cases arose in the Supreme Court of the State as to when a possessor in good faith become a possessor in bad faith, and how was good faith determined. A question arose in Gracie vs. Gayoso, 7 N. S., 650, whether a recovery for improvements, made after the commencement of a successful suit, could be had of the owner and the successful party. The Court quoted prior decisions to the effect that good faith did not necessarily cease with the commencement of the suit, and that the fact of the good faith was an open question. The Court repeats this in D'Aquin vs. Coiron, 8 N. S., 609, and say that the Code of 1808 left the question open which the Code of 1825 had settled. The case of Frantum vs. Peirce, 16 La. R., 414, went to the same length, and in the first opinion delivered, much further. On rehearing, a part of the opinion was recanted, and the Court say that the rights of the possessor in that case were to be decided by the provisions of the Code of 1808 and the Spanish law, and the Court held the possessor was not such a possessor as to deprive him of his claim for improvements. This was followed in Keller vs. Pepper, 3 Rob., 138; Williams vs. Booker, 12 Rob., 253.

All the cases were subject to the law of the State prior to the Code of 1825. The principle of the cases in reference to the manner of a possessor in good faith becoming liable as a possessor in bad faith, is determined by the present Code, Article 503, and was drawn from the Code Napoleon and adopted in that Code to silence controversy on that subject.

Good faith ceases to protect a possessor, who has occupied in good faith, by a notice of the defects of his title or notice by a suit. (C. C, 503; 3453) The decisions under the Code of 1808 were as fatal to persons of acknowledged bad faith as those we shall cite as arising under the Code of 1825.

Herrial vs. Broussard, 4 N. S, 267.
Boatner vs. Ventriss, 8 N. S., 667.
2 La., 173, S. C.
Williams vs. Booker, 12 Rob., 253.

There was no disposition of the Courts to extend the line of decision. In the case last cited, the Courts say that, after possession in bad faith is ascertained, the possessor could not make a claim for compensation for improvements. *Bona fides* was essential to such a claim under both Codes, and when the claim is allowed, it was for the lasting improvements left on the land and adding value to it.

Frantum vs. Lewis, 16 La., 414.

In Anselm vs. Brashear, 2 Ann., 403, the Court held, a mere intruder, who had established a building on the land of another, cannot have damages if the owner demolished it.

The cases of Hallen vs. Sapp, 4 Ann., 519, and Jones vs. Wheeler, 4 Ann, 541, follow all of the cases which had decided that a possessor, *mala fide*, having no title or right to possession, could not be compensated for his improvements. In Gibson vs. Hutchins, 12 Ann., 545, the subject was considered by the Court with deliberation and care, and a judgment of cogency

and force rendered assimilating the law of Louisiana to the conclusions of the enlightened jurists we have quoted on pages 21 and 22. The Court say: The right of a possessor to recover of a true owner for ameliorations inseparable in their nature from the soil, cannot, it appears to us, be recognized in any case unless the possessor was at least a possessor in good faith, believing himself the true owner. The mere possessor is presumed to have made such changes for his own amelioration, and to have received a sufficient reward in the immediate benefit which he reaps from the enhanced production of the soil. * * * To place the real proprietor at the mercy of a possessor in bad faith, by requiring the latter who has, without just authority, changed the face of the land for selfish purposes of his own, does not accord with those rules of law which give the dominion of the land to the proprietor only, or to one who has a right to consider himself a proprietor for the time. The Court say that this had been decided in another case, no report of which was made, and conclude:

"We are unable to recognize the doctrine that one who makes improvements upon property to which he knows he has no legal title has any legal or equitable claim to reimbursement for improvements."

The Court overruled the cases decided under the Code of 1808 and the Spanish law as unsound in principle and three of them I have referred to are cited and disaffirmed. In French vs. Bach, 26 Ann., 731, a late case, Bach was successful in the District Court in defeating a claim for rent and the judgment reserved to him a right to sue for the improvements he had made.

The Supreme Court reversed this judgment, charged Bach with rent and having been a possessor with notice of the adverse title the judgment reserving a right to claim for improvements was reversed. So, in Brugere vs. Slidell, 27 Ann., 70, Brugere after the death of John Slidell, and a suit by his

heirs upon the reversion to them, claimed the confiscation decree had ordered a sale of the fee simple and that he had improved the land by constructions and should be compensated therefor. The Court decided the improvements were made after suit brought and the claim could not be allowed.

The review we have made of the jurisprudence of Louisiana proves, that there is a uniform and consistent body of judicial precedents to establish that a possessor in bad faith once recognized as such, can make no successful claim for any compensation or allowance for the constructions and works that remain on the land. We have also decisions that this law operates in all of its fulness, in cases where the possessor has gone upon the land without any title, and when the improvements are such as to be inseparable from the land. We have found no decree that has any similarity to that of the Circuit Court in its details.

2. There are cases in which claims have been made by defendants for payment, in the event that the plaintiffs shall not require the removal or the demolition of the constructions and works. The cases of Cannon vs. White, 85-91; Bry vs. Fouche, 11 Ann., 665; Gaines vs. New Orleans, 624.

These cases are distinguishable from that before the Court:

1. The defendants have insisted in their answers, their claims before the Master, and in the exceptions that they are possessors in good faith they demand exemption for any account of fruits, products and profits received prior to their eviction, and make no claim for the materials and workmanship, but only for the value they give to the property on which they are placed. (Record, 21, 22, 318.)

2. In the cases in which the defendants have been allowed to remove the improvements made by them as possessors in bad faith, the defendants have made the claim and there was no impediment to the removal or demolition in the character of the improvements.

3. No case of allowance has been made to a possessor who entered upon the property under a fraudulent title procured by the possessor, and who made the improvements pending the controversy which resulted in the cancellation of the title as fraudulent and void.

The cases we have cited from the decisions in the Supreme Court of Louisiana, as well as from the French and Roman authors and from the Chancery reports, agree that fraud is an excepted case under every system, and that allowances are not made to a possessor who holds under a title vitiated as fraudulent, for the alterations the possessor has made whereby to encumber the property, and where the ameliorations are inseparable from the property and cannot be removed for causes set forth in the fourth section of the decree, no charge is imposed on the owner.

In the argument submitted to the Circuit Court we brought to its notice the objections of Demolombe and Dalloz to the Article 508, which allows the possessor the value of materials and price of workmanship, and the counteraction of the obvious defect in the allowance to meet the cases to arise, by granting a power to the owner to compel the removal or demolition and thus to force a settlement.

These civilians proposed that the constructions and works should be valued and kept, and an allowance made for their actual value in the adjustment between the owner and the possessor. This is the rule of Chancery in all cases where allowances are made to a possessor under some equity which entitles him to a consideration of the Court, and where there has been no actual fraud.

No precedent of the kind has been made in Louisiana. The contrary has been decided, as will be seen in the cases cited. A clear exposition of the jurisprudence and law was made in the Circuit Court of the U. S., in New Orleans, in Gaines vs. New Orleans, by the District Judge. His opinion will be filed with this brief.

IX.

THE TESTIMONY IN THE RECORD.

1. The order of the Court, as well as the act of the plaintiffs, placed before the Master all the record including the testimony on file in the cause. The Master in his report certified these as matters submitted to him. (Record, 1, 10, fol. 27, 13.)

2. The two witnesses, Greene and Richardson, were examined on interrogatories and cross-interrogatories, and were appointed as experts by the Court to make an examination of the property of the railroad company, and to make a report under oath, as experts, as to its present condition and the precise value of all betterments, additions and improvements that are upon the same, and have come to the possession of the Receiver. The order of the Court is in the Record, p. 24. The interrogatories of both parties, 25, 26. The testimony is 27, 61, 106. The report of these parties will be found, Record, 33–55. There is a duplicate between pages 67–89.

The expert, Greene, was appointed Receiver in 1875. His connection with the railroad is explained in answer to 1st *Int.*, p. 27. Richardson's, in answer 1st *Int.*, 61. The report was filed 27th Nov., 1875.

3. The defendants examined as witnesses, McGuire, Gordon and Stubbs, defendants in the bill; Reinholdt and Downing, employés on the railroad. (Record, 15, 19, 93, 96, 99, 137.)

4. The defendants filed a book of accounts, with the vouchers described in the testimony of McGuire, and accounting for some not furnished by the testimony of Downing.

5. These witnesses were examined with reference to the claims filed with the Master, in May, 1875; and were before the Master at the making up of his report, in January, 1876, and in 1877.

The inquiries of the Master were directed to the ascertainment of the sums of money which had come to the possession of defendants as rents, products, profits. They were to account for all of property and income they had derived.

The Master in his report of 1876, reported as receipts which the defendants acknowledged, $939,124.61. The defendants submitted as maintenance and running expenses, $777,647.72. For construction and expenses of construction, $748,154.88. (Mast. Rep., Rec., 13.)

This report was acted on by the Court, 27th May, 1876. (Rec. 316.) The Court subtracted the accounts of expenses and maintenance from the account for receipts, and referred the subject of payment for constructions and works for further inquiries and report.

In 1877, the Master made his second report as to constructi ns and works. The defendants claim for construction, and for the value of materials and price of workmanship, was made for $884,061.16, with interest.

This claim is the same as that above mentioned of $748,154.72, with an addition of $135,906.28.

This sum is principally for interest on loans, and some change is made in the printing account. This sum of $135,906.28, was paid to defendants in the Court's allowance to them of the maintenance and expense account.

The items of the construction account will be found p. 13 and as last stated (Rec. p. 87, fo. 227.)

The facts show that during the years 1866, 1867, 1868, 1869, that there was no serious effort to reconstruct the railroad and that the expenditures were slowly and scantily made creating a greater outlay and more urgent demand for repairs.

The defendants seemed to have obtained a property they had no ability to manage with utility or even with profit. Their principal profit seems to have been derived by their success in entangling the State of Louisiana in their affairs during the ascendency of Warmoth and Kellogg.

JOHN A. CAMPBELL,
Sol'r for Appellants.

Earnings of Road and other Receipts, from February 3, 1866, to April 13, 1875.

EARNINGS.

From February 3, 1866, to December 1, 1866	
" December 1, 1866, to September 26, 1868	$33,492 02
" From September 26, 1868, to July 2, 1870	60,069 32
" From July 2, 1870, to April 13, 1875	836,678 50
Total earnings of road	$930,289 84

OTHER RECEIPTS.

Lands sold Geo. C. Waddell	$3,874 77	
" " H. P. Stubbs	5,000 00	
Total for lands sold		$8,874 77

Condensed Statement of Payments of Money to Defendants and Agents.

	Salaries.	Interest on Loans.	Travelling Expenses.	Rent.	Sundries	Work done on road.	Totals.
John T Ludeling	22,622 06	37,755 32	729 00	783 75	74 10		61,964 23
Frank P. Stubbs	6,416 66	14,581 09	1,611 42	490 00			23,099 17
W. R. Gordon	28,391 96	17 719 33	372 00		535 50	{ 2,117 26 / 828 50 }	50,064 55
John Ray	4,933 33	11,508 61	1,475 00				17,916 94
George C. Waddell	1,405 60	7,533 97	1,046 90			6,334 79	15,320 66
W. J. Q. Baker		644 83	400 00				1,044 83
Frank Morey		784 79	1,060 00		—Land grant— 12,214 00		14,058 79
Joseph F. McGuire	23,462 88	{ 538 82 / 129 76 }	2,149 71		575 00		26,856 17
Henry M. Bry						27,568 88	27,568 88
Totals	87,231 89	91,196 52	8,844 03	13,498 60	13,498 60	35,849 43	237,894 22

EXHIBIT A.

DECREE.

This cause came on for argument, and was argued by counsel. Whereupon, after due consideration, it is ordered, adjudged and decreed that the decree of the Circuit Court, dismissing the bill of the complainants, be reversed and set aside, and that the bill be reinstated. And it is further ordered and decreed and hereby declared, that the mortgage described in the bill, executed to John Ray, or bearer, is still a valid lien upon all the property described therein not sold or disposed of by the Vicksburg, Shreveport and Texas Railroad Company, before September 23, 1865, and the rights of the holders of bonds *bona fide* issued under the mortgage are hereby set up and maintained, and the holders are authorized to prove their bonds under the decree of this Court, or of the Circuit Court.

And it is further ordered, adjudged and decreed, that the sale made to John T. Ludeling, and his associates, and the adjudication of the Sheriff to them, together with the Sheriff's deed to them, be declared to be fraudulent and void, and be set aside and cancelled, and that a perpetual injunction issue commanding them and all the defendants to refrain from setting up or claiming any right, title, or interest under said sale, or under said deed, and also commanding them, their agents and servants to refrain from selling, or otherwise disposing of any of the property, rights, credits, privileges or effects, covered by or embraced within the mortgage made by the said Vicksburg, Shreveport and Texas Railroad Company.

And it is further ordered, adjudged and decreed, that this cause be remitted to the Circuit Court for the District of Louisiana, with instructions to direct an account to be taken of all the property of the said corporation, and to appoint a Receiver

thereof; and also to order that the property described or mentioned in the said mortgage be sold, under the direction of that Court, for the benefit, first, of all the *bona fide* bondholders secured by the mortgage; and secondly, for the benefit of other creditors of the company and its stockholders, upon such terms as may appear best calculated to promote the interests of all.

And it is further ordered and decreed that the defendants do account for all money and property received by them out of the property so sold to them or any of them, receiving in their account such credits as under the circumstances of the case, by the law of Louisiana, they are entitled to, and that they pay and deliver to the Receiver whatever on such accounting may be found due from them.

And it is ordered and adjudged that the defendants do pay the costs in this Court and in the Circuit Court.

Let a formal decree be prepared.

EXHIBIT B.

AN ACT

To authorize the North Louisiana and Texas Railroad Company to substitute stock of said company instead of second mortgage in favor of the State, and to release the said company from other liabilities to the State.

SECTION 1. *Be it enacted by the Senate and House of Representatives of the State of Louisiana in General Assembly convened,* That in lieu of the second mortgage required by the eleventh section of the charter of the North Louisiana and Texas Railroad Company, to be given to secure the State for the ultimate payment of the bonds of the State, issued in conformity to said charter, or act No. 108 of the session acts of the General Assembly of 1868, the said North Louisiana and Texas Railroad Company may give stock of said company to the State to an amount equal to the aggregate sum of the State bonds issued or to be issued under said charter, or act No. 108 of 1868, to wit, eleven thousand two hundred and twenty shares or eleven hundred and twenty-two thousand dollars of the sixty thousand shares, or six millions of dollars of the capital stock of said company, and in consideration of the issue and delivery of said stock by said company to the State the said North Louisiana and Texas Railroad Company shall be relieved from all liability on the aforesaid bonds of the State, and that on the delivery of the stock aforesaid the remainder of the whole number of bonds authorized to be issued by the aforesaid charter and act No 108, to wit, five hundred and seventy-six bonds of one thousand dollars each, shall be immediately issued and delivered to the president of said company by the Governor of the State.

SEC. 2. *Be it further enacted, etc.*, That within sixty days after the passage of this act the president and directors of the said North Louisiana and Texas Railroad Company, shall, at a meeting held for that purpose, adopt all the provisions of this act, a

copy of which resolution or resolutions of adoption shall be delivered to the Governor of the State within ninety days after the passage of this act, who shall file the same in the office of the Secretary of State, and it shall be the duty of the Governor of this State, as soon as the President of said railroad company shall tender to him the certificate or certificates of stock, according to the provisions of this act, to cause to be prepared, signed and executed, according to the twelfth section of the charter of said act No. 108 of 1868, the said five hundred and seventy six thousand dollars of said bonds yet to be issued, and deliver the same to the president of said railroad company, which shall be, with the bonds already issued, payment in full for said stock.

SEC. 3. *Be it further enacted, etc.*, That the Governor shall have the right to appoint annually, on behalf of the State, one of the nine directors now authorized to be elected by the stockholders to represent the interests of the State in said company, the stockholders electing the other eight directors.

SEC. 4. *Be it further enacted, etc.*, That this act shall take effect from and after its passage.

(Signed) O. H. BREWSTER,
Speaker of the House of Representatives.

(Signed) P. B. S. PINCHBACK,
Lieutenant Governor and President of the Senate.

Approved April 10, 1872.

(Signed) H. C. WARMOTH,
Governor of the State of Louisiana.

Articles of Code of Louisiana

Supreme Court of United States.

Nos. 525, 526.

HENRY R. JACKSON ET AL.

versus

NORTH LOUISIANA AND TEXAS RAILROAD COMPANY, JOHN T. LUDELING ET AL.

Clark & Hofeline, Brief Printers, 112 Gravier Street.

Supreme Court of United States.

Nos. 525, 526.

HENRY R. JACKSON ET AL.

versus

NORTH LOUISIANA AND TEXAS RAILROAD COMPANY, JOHN T. LUDELING ET AL.

Citations from the Revised Code of Louisiana.

ART. 488 [480]. Ownership is the right by which a thing belongs to some one in particular, to the exclusion of all other persons.

ART. 491 [483]. Perfect ownership gives the right to use, to enjoy, and to dispose of one's property in the most unlimited manner, provided it is not used, in any way prohibited by laws or ordinances.

Persons who reside out of the State, cannot dispose of the property they possess here, in a manner different from that prescribed by its laws.

ART. 498 [490]. The ownership of a thing, whether it be movable or immovable, carries with it the right to all that the thing produces, and to all that becomes united to it, either naturally or artificially.

This is called the right of accession.

ART. 499 [491]. Fruits of the earth, whether spontaneous or cultivated, civil fruits, that is the revenues, yielded by property from the operation of the law, or by agreement; and the young of animals belong to the owner by right of accession.

ART. 502 [494]. The products of the thing do not belong to the simple possessor, and must be returned with the thing to the owner who claims the same, unless the possessor held it *bona fide*.

ART. 503 [495]. He is *bona fide* possessor who possesses as owner by virtue of an act sufficient in terms to transfer property, the defects of which he was ignorant of. He ceases to be a *bona fide* possessor from the moment these defects are made known to him, or are declared to him by a suit instituted for the recovery of the thing by the owner.

ART. 505 [497]. The ownership of the soil carries with it the ownership of all that is directly above and under it.

The owner may make upon it all the plantations, and erect all the buildings which he thinks proper, under the exceptions established in the title: *Of Servitude*.

He may construct under the soil all manner of works, digging as deep as he deems convenient, and draw from them all the benefits which may accrue, under such modifications as may result from the laws and regulations concerning mines, and the laws and regulations of the police.

ART. 508 [500]. When plantations, constructions and works have been made by a third person, and with such person's own materials, the owner of the soil has a right to keep them or to compel this person to take away or demolish the same.

If the owner requires the demolition of such works, they shall be demolished at the expense of the person who erected them, without any compensation; such person may even be sentenced to pay damages, if the case require it, for the prejudice which the owner of the soil may have sustained.

If the owner keeps the works, he owes to the owner of the materials nothing but the reimbursement of their value and of the price of workmanship, without any regard to the greater or less value which the soil may have acquired thereby.

Nevertheless, if the plantations, edifices or works have been made by a third person evicted, but not sentenced to make restitution of the fruits, because such person possessed *bona fide*, the owner shall not have a right to demand the demolition of the works, plantations or edifices, but he shall have his choice either to reimburse the value of the materials and the price of workmanship, or to reimburse a sum equal to the enhanced value of the soil.

ART. 594 [587]. At the expiration of the usufruct, the usufructuary has no right to claim any compensation for the improvements which he contends he has

made, although the value of the thing may have increased by such improvements.

The usufructuary is bound at the expiration of his usufruct, to abandon, without compensation, not only the buildings and other works which he may have constructed upon the property, whether they have or have not foundation in the soil, but all other movable things which he may have attached to it permanently.

Nevertheless, he or his heirs may take away the looking glasses, pictures, statues and other ornaments, which he may have placed there, and which are fastened by plaster, lime or cement, but under the obligation of re-establishing the premises in their former situation.

ART. 1256 [1334]. The donee who collates in kind an immovable, which has been given to him, must be reimbursed by his coheirs for the expenses which have improved the estate, in proportion to the increase of value which it has received thereby.

ART. 2726 [2697]. The lessee has a right to remove the improvements and additions which he has made to the thing let, provided he leaves it in the state in which he received it.

But if these additions be made with lime and cement, the lessor may retain them, on paying a fair price.

ART. 3407 [3370]. The deteriorations, which proceed from the deed or neglect of the third possessor to the prejudice of the creditors who have a privilege or a mortgage, give rise against the former to an action of

indemnification; but he can claim for his expenses and improvements only to the amount of the increased value which is the result of the improvements made.

ART. 1259 [1337]. Expenses made on immovable property are distinguished by three kinds: necessary, useful and those of mere pleasure.

ART. 2314 [2292]. He to whom property is restored must refund to the person who possessed it, even in bad faith, all he had necessarily expended for the preservation for the property.

ART. 1934 [1928]. Where the object of the contract is any thing but the payment of money, the damages due to the creditor for its breach are the amount of the loss he has sustained, and the profit of which he has been deprived, under the following exceptions and modifications:

1. When the debtor has been guilty of no fraud or bad faith, he is liable only for such damages as were contemplated, or may reasonably be supposed to have entered into the contemplation of the parties at the time of the contract. By *bad faith* in this and the next rule, is not meant the mere breach of faith in not complying with the contract; but a designed breach of it from some motive of interest or ill will.

2. When the inexecution of the contract has proceeded from fraud or bad faith, the debtor shall not only be liable to such damages as were, or might have been foreseen at the time of making the contract, but also to such as are the immediate and direct consequence of

the breach of that contract; but even when there is fraud, the damages can not exceed this.

3. Although the general rule is, that damages are the amount of the loss the creditor has sustained, or of the gain of which he has been deprived, yet there are cases in which damages may be assessed without calculating altogether on the pecuniary loss, or the privation of pecuniary gain to the party. Where the contract has for its object the gratification of some intellectual enjoyment, whether in religion, morality or taste, or some convenience or other legal gratification, although these are not appreciated in money by the parties, yet damages are due for their breach; a contract for a religious or charitable foundation, a promise of marriage, or an engagement for a work of some of the fine arts, are objects and examples of this rule.

In the assessement of damages under this rule, as well as in cases of offenses, quasi offenses, and quasi contracts, much discretion must be left to the judge or jury, while in other cases they have none, but are bound to give such damages under the above rules as will fully indemnify the creditor, whenever the contract has been broken by the fault, negligence, fraud or bad faith of the debtor.

4. If the creditor be guilty of any bad faith, which retards or prevents the execution of the contract, or if, at the time of making it, he knew of any facts that must prevent or delay its performance, and concealed them from the debtor, he is not entitled to damages.

5. Where the parties, by their contract, have determined the sum that shall be paid as damages for its breach, the creditor must recover that sum, but is not entitled to more. But when the contract is executed in part, the damages agreed on by the parties may be reduced to the loss really suffered, and the gain of which the party has been deprived, unless there has been an express agreement that the sum fixed by the contract shall be paid, even on a partial breach of the agreement.

ART. 1943 [1938]. The debtor is liable only to such damages as were foreseen, or might have been foreseen at the time of contracting, when it is not owing to his fraud that the obligation has not been executed.

ART. 2312 [2290]. If the thing unduly received is an immovable property or a corporeal movable, he who has received it, is bound to restore it in kind, if it remain, or its value, if it be destroyed or injured by his fault; he is even answerable for its loss by fortuitous event, if he has received it in bad faith.

ART. 2313 [2291]. If he who has received *bona fide*, has sold the thing, he is bound to restore only the price of the sale.

If he has received in bad faith, he is bound besides this restitution to indemnify fully the person who has paid.

ART. 2510 [2486]. If the seller, knowingly and dishonestly, has sold the property of another person, he shall be obliged to reimburse to the buyer all expenses,

even of embellishments of luxury; that the buyer has been at improving the premises.

ART. 3278 [3245]. *Mortgage* is a right granted to the creditor over the property of the debtor for the security of his debt, and gives him the power of having the property seized and sold in default of payment.

ART. 3282 [3249]. The mortgage is a real right on the property bound for discharge of the obligation.

It is in its nature indivisible and prevails over all the immovables subjected to it, and over each and every portion.

It follows them into whatever hands they pass.

ART. 3328 [3296]. The judicial mortgage may be enforced against all the immovables which the debtor actually owns or may subsequently acquire.

Translations from Pothier's Pandects.

Thus far, we have only spoken of the possessor in good faith; for the possessor in bad faith cannot obtain beyond his necessary expenses, only the permission to remove all that he can carry away. Thus Gordion decides:

The Governor of the province will restore to you the house which you say belonged to you as part of the succession of your mother and of which you have been deprived, and that they pay you the fruits they had received or might have received, besides repairing the damage you have suffered. But it has been properly decided in many rescripts that you should not account

to the usurper the expenses he has incurred because possessors in bad faith cannot reclaim what they had expended upon the thing of another without his authority beyond the necessary expenses, and for useful expenses, only the materials which they can remove without damage to the thing.

In another rescript he says: All agree that vines planted upon the ground of another belong to the owner; and if they have been planted by a possessor in bad faith he cannot retain them for the expenses he has incurred.

Pothier Pand. t. 4.

The word tignum employed in the law of the XII tables signifies every material employed in the construction of a house.

If then the house be demolished, the proprietor of the materials may reclaim them and sustain for them an action.

This agrees with the rescript of Antoninus. "If you can prove that the foundations of the building belonged to you, it is clear that what your neighbor has built on these foundations becomes accessory to your property; and also that what has been built on your soil will belong to you of right so long as the building exists; but whenever it is destroyed, the materials return to their former owner, whether the building be constructed in good or bad faith, unless the builder designed to bestow the materials upon the proprietor of the soil." Pothier Pand. t. 16, pp. 554–5.

Myra Clark Gaines *versus* Various Defendants.	U. S. Circuit Court, Louisiana.

Decision of the Hon. E. C. Billings, Judge.

As the masters in the cases now before me have experienced a difficulty as to the principles which should govern them in their assessment of the amounts for which the complainant is entitled to recover judgment, I thought it best to lay down the principles of law that are applicable to these causes, and in accordance with which the amounts of the complainant's judgments against the several defendants will be determined.

First—As to the character and legal status of the possession on the part of these various defendants.

Civil Code, article 502, declares that the products of the thing do not belong to the simple possessor, but must be returned with the thing to the owner who claims the same, unless the possessor held it *bona fide*.

Were the defendants possessors in good faith?

As I have already remarked in giving my opinion upon these cases, the character of the possession of the defendants rests upon precisely the same facts as did that of the defendant in the case of Gaines vs. Hennen, 24 Howard 616, and the nature of the possession here is incapable to be distinguished from that of the possession there

In that case the Supreme Court of the United States in their decree adjudged that such defendants ought to be decreed and held to have purchased the property in

question, with full notice that the sale at auction, under the pretended authority of Richard Relf and Beverly Chew, was illegal, null and void.

Article 503 of the Civil Code declares that he is a *bona fide* possessor who possesses by virture of an act sufficient in terms to transfer property of *the defects of which he was ignorant. He ceases to be a bona fide possessor from the moment these defects are made known to him.*

Those who did not fall within this category were possessors in bad faith.

The defendants then are possessors in bad faith by the very terms of the decree above referred to. There good or bad faith is no longer an open question in this Court. The *mala fides* is as much a part of the judgment as any other part of it, and it would be as unreasonable to insist that this Court should consider anew any of the propositions of law laid down by the Court in that decision as to ask that this particular portion of their decree should be disregarded.

The defendants, therefore, must, in accordance with the very textual provisions of the law, restore all the products of the property which they have possessed. The are also liable for the products which they ought to have realized "with ordinary good management." The possessor in bad faith is not held to the highest possible degree of skill and care, but he must have administered as a prudent master of a family. Winter vs. Zacharie, 6 Robinson 467.

This was a case in which the defendant had wrongfully possessed a plantation, and he was adjudged not only to be liable for the fruits which he received, but those which he could have received with ordinary husbandry ; and the doctrine is laid down in express terms, that the possessor in bad faith must not only restore the fruits which he has received, but the fruits which with ordinary good management, he ought to have received. That case was determined in the first instance after a thorough argument, and an elaborate opinion was written.

Upon a rehearing the Court reiterated their view, and it is the settled law of Louisiana down to the present time.

There is no reason why the complainant should be required to bring a separate suit for damages under this head. She is as much entitled, under her claim for revenues, to the products which the defendants have suffered to be destroyed, or have failed to have realize, when they might have realized them with ordinary care and skill, as she is entitled to those products which they had actually realized and appropriated.

To prevent a multiplicity of suits, she is allowed to cumulate with her action for the recovery of the thing, her claim for the fruits.

It must be that in such a claim she can assert her right to the fruits which in fairness ought to have been realized, as well as she can to those which were realized.

The pleadings in this case on the part of the defend-

ants do no set up any claim to offsets, but the Court, upon the reference to the masters, directed that the accounting before the masters should be upon such a basis as would secure to the defendants all the offsets which under the laws of Louisiana, they would be entitled to. Following the same equitable rule it will accord to the complainant the right to assert her claim for all the fruits, realized or unrealized, which she has a right to, according to the law of Louisiana, whether they are technically called damages, or by some other name, so long as they spring out of the occupation or possession by the defendants of the property of the plaintiff, for the recovery of which, with its revenues, these suits were brought.

The question has been raised in the reports of both the masters as to whether the principles already enunciated apply to unimproved land. Under Louisiana law they apply to all lands, improved or unimproved. She is not entitled to a recovery for the revenues which might, by the remotest possibility, have been received by the possessor; on the other had she is entitled to all the income, revenues, profits and value for use or occupation, which the evidence establishes she, as owner, would have received or derived, whether the possessor has realized them or not, and whether the failure on his part to realize them resulted from his not managing the estate with ordinary prudence, or from the estate remaining unproductive by reason of the title thereto being in dispute on account of a claim of title on the

part of the possessor now adjudged to have been unfounded.

The proof must establish that, if she had been left undisturbed in the possession of this property, which she has now recovered, by ordinary good management she would have caused the property to produce the incomes which are to be adjudged to her. It is a question of proof, as in the case in the sixth of Robinson (Winter vs. Zacharie) it was held to be.

Second—In the next place what offsets or outlays are the defendants entitled to set up? All expenses are either necessary, useful or luxurious. It is not claimed that the defendants are entitled to any outlays which they have made merely for the purpose of taste and embellishment. Is the possessor in bad faith entitled to be reimbursed for useful expenditures? that is for expenses that were merely useful in contradistinction to those which were necessary?

As a general rule, certainly not. No one has a right to engage in the improvement of property which he knows (as these defendants were decreed to have known) does not belong to him, and take the chances of the outlay accuring to his benefit, as though made upon property of his own, and to claim reimbursement if he is ousted from his unlawful possession.

He who invests money under such circumstances does so at his peril. The real owner whom he has wronged is the last person who ought to be required to hold him harmless. Herriott vs. Brousard, 4 N. S. 266.

The distinction which has been urged between the possessors *who hold with and those who hold without, a proper title cannot be accepted.* The law does not divide possessors in bad faith into different classes, and this Court has no right so to do; nor can any good reason be urged why one who possesses without a title should be treated more unfavorably than those who, as in these cases, possessed by a title which they are adjudged to have known to be fraudulent and void. Both the first and the last are possessors without title, in the ordinary legal and statutory acceptation of that term. Such possessors ought not to recover for what was not necessary to be done, or which the owner might not have wished to be done. Gibson vs. Hutchings, 12 Annual, 546.

But all possessors, even those in bad faith, are entitled to be reimbursed for necessary outlays—these outlays, without which the thing would have perished or materially deteriorated.

The true owner, if his possession had not been disturbed, would have incurred these expenses and draw backs." Rhodes vs. Hooper, 6 Annual, 356.

What constitutes necessary outlays in these cases is to a great degree a question of fact.

Third—As to the improvements, which are incapable of being separated from the land, the defendants are not entitled to reimbursement; I refer to improvements which have been effected by cutting down trees, drainage, by filling in, etc.

Fourth—Where the improvements are capable of

removal, or demolition, the complainant must elect whether she will retain them; if she elects to retain them, she has still a further choice, and is to elect to be charged either with the value of the materials and price of workmanship, or a sum equal to the enhanced value of the soil.

Article 508, C. C., has given this choice to the owner as against the possessor in good faith, and she certainly could not be held to be in a more unfavorable position as against possessors in bad faith.

The rule established by the Supreme Court in Babin vs. Nolan, 4 Rob., 287, with reference to the value of improvements put upon hereditary property by the common labor of the spouses is certainly equitable, and in the absence of any other practical rule may be followed.

Fifth—Where the possessor has occupied himself, he is to be charged with an annual rent equal to the value of the use. I here insert a copy of the order inserted in these causes on the twelfth of May, 1877, for the guidance of the masters, as follows :

Original bill filed Dec. 1866.

Revised Code

3310

Improvements placed by mortgagor not by 3 proprietor
i.e. not a party to the contract

3407 — 8.

This is an immoveable

art 3186. —
privileges do not attach prior time,
of acquisition. =

old record 4000. How far rebuilt

6 Robinson

Supreme Court of the United States

Nos. 525 and 526. October Term, 1878.

Henry R. Jackson et als., Complainants and Appellants,
vs.
The Vicksburg, Shreveport, and Texas Railroad Company et als., Respondents.

Appeal in Equity.

The Vicksburg, Shreveport, and Texas Railroad Co. et als., Defendants & Appellants,
vs.
Henry R. Jackson et als., Respondents.

Cross Appeal.

THESE APPEALS ARE FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA, IN EQUITY.

BRIEF FOR LUDELING AND OTHERS.

J. S. BLACK,
MATT H. CARPENTER,
Of Counsel.

Thomas McGill & Co., Law Printers, Washington, D. C.

Supreme Court of the United States.

Nos. 525 and 526. October Term, 1878.

HENRY R. JACKSON ET ALS., COMPLAINANTS AND APPELLANTS,
vs.
THE VICKSBURG, SHREVEPORT, AND TEXAS RAILROAD COMPANY ET ALS., RESPONDENTS.
} Appeal in Equity.

THE VICKSBURG, SHREVEPORT, AND TEXAS RAILROAD COMPANY ET ALS., DEFENDANTS AND APPELLANTS,
vs.
HENRY R. JACKSON ET ALS., RESPONDENTS.
} Cross Appeal.

THESE APPEALS ARE FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA, IN EQUITY.

STATEMENT OF THE CASE.

The Vicksburg, Shreveport, and Texas R. R. Co. was incorporated, in 1853, to make a railroad from a point on the Mississippi opposite Vicksburg, by way of Monroe, to the Texas line.

In September, 1857, its franchises and property were mortgaged for $2,000,000, bonds of $1,000 each. One hundred and sixty of the bonds were sold and issued. The remainder of the bonds were executed, but not issued.

The company made 74 miles of road, bought rolling-stock, and was running it from Vicksburg to Monroe at the breaking out of the war.

During the war, the road and all its property were completely destroyed, — materials, buildings, rolling-stock, everything. The company lost all the results of the time, labor, skill, and money expended on the enterprise.

When that part of the country fell into the hands of the Federal army, the remainder of the mortgage bonds not previously issued were taken and carried away as booty by the soldiers.

The condition of the company as it emerged from the war, was most forlorn. It owed a mortgage debt of $760,000, and possibly much more, for no one could tell how many of the captured bonds might have passed into the hands of *bona-fide* holders. It was otherwise heavily in debt. Its stockholders were mostly broken by the same calamities which broke the company itself. It was absolutely without property and without resources of any kind.

But the enterprise was one of great public concern, and if a new company could be formed free from the burdens which made the old one so helpless, the work might be finished and yield a good return to the capital needed for that purpose. At a full meeting of the stockholders, October 2, 1865, it was resolved that the company ought to be sold out under the mortgage and make room for a new one. (Record, p. 380.)

Efforts were made to enlist capitalists at New York and Philadelphia, and to form an association to buy it out, but without success.

The chances of success for a new company were so purely speculative, and depended on so many contingencies, that almost every man differed from every other man in his calculations. Sanguine men thought it might be a great speculation; the cautious would not touch it.

Things were in this situation on the 23d of December,

1865, when William R. Gordon, a bondholder, petitioned the proper court of the parish where the corporation had its domicile for a foreclosure of the mortgage. It was granted, of course, for his right was incontestable.

The decree of foreclosure was followed by an order of sale. This likewise he got, *ex debito justitiæ*.

The sheriff, in accordance with his duty prescribed in the writ, seized the property, advertised it according to law, and sold it at public auction on the 3d day of February, 1866.

On the 10th of January, 1866, between the foreclosure and the sale, some of the defendants—to wit, Ludeling, Stubbs, Waddill, Gordon, Baker, Ray—agreed in writing that they would unite their capital, each contributing a certain amount, to buy in the property and make the road. (See Appendix.)

Some days after the date of this agreement, one Horne came to Monroe as agent for the plaintiffs, who were bondholders in Georgia, with instructions to get the mortgage foreclosed and buy the property for them. (See his instructions, Appendix.)

He learned that the foreclosure had already taken place and the property had been advertised. Ludeling *et al.* made no secret of their agreement or their intent to purchase. He could bid against them and buy it for himself or his friends, if he saw proper; or he might join them, put the bonds he controlled in with theirs, and acquire for himself and friends a corresponding interest in the property. He chose the latter, with a proviso that his friends should not be bound unless they would ratify. This was in writing, (see Appendix,) and dated 2d February, 1866.

The property was valued by regularly-appointed appraisers at $75,000. The sale took place. It was anything but "clandestine." It was public,—open; after due, timely, and full notice according to law.

At the first outcry it was struck off to George M. Bran-

ner & Co., represented by William G. Swan. They were not parties to either of the agreements before mentioned. The bid at which it was struck off to them was $550,000; but they refused to pay the purchase-money, or even so much of it as was necessary to satisfy the coupons then due and presented. This made it the duty of the sheriff to put up the property again. Then Ludeling bid $50,000, and nobody bidding any more, it was adjudicated to him and his associates by name. They paid the coupons presented, proved their ability and readiness to pay others whenever produced, and the sheriff passed an act of sale to them.

Immediately after the sale the purchasers took measures to organize themselves into a new company, under the charter which they had bought. The original body corporate was thereby dissolved. It vanished from the face of the earth, and has never since pretended to have a corporate existence. But the company, composed of the purchasers with the charter of the defunct one, proceeded without delay to the serious duties which it undertook,—that is, to make the railroad. They put in large sums of money and expended it on the business, still working under the purchased charter, until the 26th day of September, 1868, when the State resumed the franchises and regranted them to the new corporation, under another name and upon different conditions. This last contract with the State differed from all others which preceded it, and was in some respects more advantageous. Among other things, it was agreed that the State should loan her bonds to the extent of $6,000 per mile.

At an early period certain parties began to assert the invalidity of the title acquired by the purchasers at sheriff's sale, some on one ground and some on another, but generally in vague terms.

Branner & Co. brought suit against the sheriff and the purchasers, alleging that they were wronged by the refusal of the sheriff to let them have the property, and by the re-

sale to Ludeling and others. The answer was, that the sheriff did his duty by making the resale, and that Ludeling and others exercised a right in becoming purchasers thereat. The whole subject was elaborately examined by the court of original jurisdiction, and by the Supreme Court of the State on appeal. By both it was held that the conduct of the defendants was just and proper.

Threats being published in a newspaper, over the signature of Henry R. Jackson, that suits would be brought to test the validity of the purchasers' title, they applied to the proper court for a monition to show cause why the sale should not be homologated.

Opposition to the homologation was made by divers parties, stockholders and bondholders of the old company.

The sale was homologated, and the title of the purchasers declared to be valid and legal.

After this it was that the present suit was brought.

The *bill* sets forth the mortgage, the suit of Gordon to foreclose on his bonds, the order of seizure and sale, the agreement of Ludeling and others to purchase, the agreement with Horne, the appraisement at $75,000, the offer of the property at public vendue, the bid of Branner & Co., the resale for non-compliance with the sheriff's terms, the final adjudication of the property to the defendants on their bid of $50,000, the sheriff's deed, and the possession of defendants under it.

The plaintiffs aver in the bill that these proceedings vested no title in the purchasers. The facts are stated argumentatively, and are interwoven with commentaries imputing evil and corrupt designs to the defendants at every step.

The offenses alleged are substantially as follows:

1. The defendants caused Gordon to bring his suit for the foreclosure of the mortgage.

2. The object of the proceeding was by a sudden, hasty, and clandestine sale to get the property at an inconsiderable price.

3. That the appraisement was erroneous and fradulently procured.

4. That the notice of sale was insufficient, and the plaintiffs and other bondholders had no actual knowledge of it.

5. That the sheriff acted completely under the advice of Ludeling and Stubbs.

6. That he did wrong in making demand for a certain part of the purchase-money from Branner & Co., and in setting up the property for resale.

7. That the whole proceeding was the result of a fraudulent conspiracy.

8. That John Ray, one of the purchasers, is the person to whom or bearer the bonds are payable, and a director of the company; nine other directers are purchasers, and Ludeling was attorney of the company as well as of Gordon.

The *answer* of the defendants admits the proceedings of foreclosure and sale, the biddings, the acts of Branner & Co., the resale to Ludeling, the written agreement of the defendants among themselves, their subsequent agreement with Horne, the appraisement at $75,000; all the facts appearing on the record, on the sheriff's return, and on the written agreements of the parties. But each and all of the defendants deny in the most positive terms all and every evil design or bad motive imputed to them in the bill; they deny that they practiced any deception, or made any misrepresentation, or any concealment of a fact which others had a right to know; they deny utterly all charges of combination, confederacy, and conspiracy to defeat the rights of stockholders, bondholders, or others; and they aver that no act of theirs did or could injuriously affect any legal or equitable right of the plaintiffs or others; they deny that either the sheriff or the appraisers acted corruptly, or that

they (the defendants) requested or desired them to perform anything except their duty. They assert that they acquired the title under a legal proceeding, in which the law was substantially as well as formally pursued for purposes perfectly honest; that Ludeling was not the attorney of the company, and that neither he nor any of his associates were in relations to the subject-matter which made it improper for them to compete as bidders at the sheriff's sale. Their bid was made in good faith, and the property was adjudicated to them at a fair price.

The answer being directly responsive to the bill, threw the whole burden of proof on the plaintiffs. Not one scintilla of evidence was given to contradict the answer by showing actual fraud, deception, or conspiracy for any unlawful purpose. The charges of dishonesty stood wholly unsupported, unless they were supported by the facts which appeared on the record and on the face of the written papers made by the defendants.

After the answer was filed, and in September, 1868, the General Assembly of the State of Louisiana recognized and ratified the sale of the franchises, rights, and property of the Vicksburg, Shreveport and Texas Railroad Company, made under a foreclosure of the mortgage on 3d February, 1866, to Ludeling, Gordon, Ray, Waddill, Stubbs, Pinckard, and Baker, and it declared that the purchasers at that sale "be, and they are hereby, declared to have all the rights and powers which the Vicksburg, Shreveport and Texas Railroad Company had, and such others as are herein granted." (Old R., p. 296.) That act created a new corporation, whose title is the North Louisiana and Texas Railroad Company, and authorized the issue of State bonds, bearing 8 per cent. interest per annum, as a loan, in favor of the new company, at the rate of $6,000 per mile, as the railroad was completed in sections of five miles each; and to secure the State from loss a second mortgage was retained by the State. The company had to pay the

accruing interest semi-annually. (Old Record, p. 295, *et seq.*) In 1873, act No. 97, when the company became embarrassed in consequence of this litigation, the State proposed to purchase *stock* of the company to the extent of $1,200,000, (11,200 shares,) for which it proposed to pay with the bonds already issued under the first act as a loan to the company, and additional bonds to make up the amount of the price of such stock. The proposition was accepted; the stock was issued to the State. These bonds were sold at an average of about 40 cents on the dollar, their market value, to meet accruing interests and the expenses of constructing, repairing, and maintaining the road, and the State is a stockholder to the extent of $1,200,000 of the stock of the company.

After the incorporation of the Louisiana and Texas Railroad Company, it was made a party to this suit, and its answer is to be found at page 307 of the old record. It adopts the exceptions and answers previously made by Ludeling and his associates, and sets up the act No. 108 of the Legislature aforesaid, and the article 149 of the Constition of the State; and it denies all fraud and ill practices charged in the bill.

Notwithstanding the answer cast the burden of proof upon the complainants, the proofs show no actual fraud of any kind in the course of the proceedings to foreclose the mortgage and sell the property. It is not alleged or pretended that any provision or requirement of law was violated or omitted in conducting these proceedings. There is great mourning and lamentation over the circumstances of the country, hard times, &c., when the mortgage was foreclosed. But these things do not preclude a creditor from proceeding according to law to enforce his rights, although his doing so may ruin his debtor; nor is his doing so either actual or constructive fraud upon either the debtor or other creditors. In other words, what a creditor has a right by

law to do, to enforce his claims, he may do without regard to its effect upon others.

There was, however, some proof given by the complainants tending to show that the defendants' conduct had been, in some indefinite way, unfair and deceptive. This regarded the value of the property. Wadley, Grant, Swan, and Young came forward as witnesses and swore that it was worth from $1,200,000 to $2,150,000. But this was met by *forty-three witnesses*, not one of whom puts it higher than $75,000; the majority of them say $50,000. Some say $5,000, and several of them say it was worth nothing at all; and all of the defendants, sixteen in number, being specially interrogated, answered on oath, denying all the allegations of the bill charging fraud or misconduct on their part.

The cause coming on to be heard in the Circuit Court on bill, answer, and evidence, it was decided for the defendants and a decree was passed dismissing the bill. We call especial attention to the opinion of Judge Woods, and beg that it be read with the attention it deserves. It is not often that a judicial paper is marked by greater simplicity, clearness, and analytical power. (See Appendix.)

The case was brought into this court by appeal, and here the decree of the Circuit Court was reversed. This court ordered the bill to be reinstated and certain further proceedings to be had, as will be seen in 21 Wallace, 634. When the mandate went down the decided case of this court was entered, and, in pursuance of its directions, a master was appointed to take an account between the parties.

The decree of this court declared—

(1) That the mortgage was still a valid lien upon the property.

(2) That the sale and sheriff's deed in the foreclosure proceedings were null and void.

(3) That the mortgaged premises should be sold for the benefit, first, of the bondholders; and secondly, for the benefit of other creditors and stockholders.

(4) This court remitted the cause to the court below to take an account, and ordered—

"That the defendants do account for all money and property received by them out of the property so sold to them or any of them, or from its profits or income; *receiving in their accounts such credits as, under the circumstances of the case,* BY THE LAW OF LOUISIANA *they are entitled to,*" &c.

The court below, on receiving the mandate of this court, made a decree appointing F. A. Woolfley special master to state the amount, &c.

New Record, p. 1.

That on the 17th January, 1876, the master made a report to the court, to which both parties excepted. The exceptions were argued before the court below, and the report fully states the master's report, the exceptions, and the ruling of the court thereon. (*See* 2 *Woods' Reports*, p. 254.) And the court referred the case again to the master with instructions, found in the *New Record*, p. 316.

Afterwards, on the 14th day of March, 1877, the master made a final report. (*New Record*, pp. 316–318.)

This report was excepted to by the complainants. (*New Record*, p. 319.)

The defendants also excepted. (*New Record*, pp. 320, 321.)

The court heard argument on the exceptions, and made final decree. (*New Record*, p. 327.)

The *opinion* of the court is in *New Record*, pp. 322–326.

The facts are as follows:

(1) The defendants, after entering into possession under the sheriff's act of sale, expended in the reconstruction and equipment of the road.....	$748,854.88
Of this sum, $280,519.57 had been expended before the answer was filed, 2d March, 1868, to wit: $5,063.20 on 18th August, 1866; $456.37 on 31st December, 1866, and $275,000 between 30th April, 1866, and 2d March, 1868.	
Interest on $5,063.20, at 5 per cent. per annum, from 18th August, 1866, to 13th April, 1875, when receiver took possession—8 years 7½ months.....	2,183.50
Interest on $456.37, from 31st December, 1866, to 13th April, 1875—8 years 3 months 13 days.....	189.37
Interest on $275,000, expended from 30th April, 1866, to 2d March, 1868—*average time*, 1 year 14 days.....	14,284.66
Interest on same sum, from 2d March, 1868, to 13th April, 1875.....	97,780.73
Interest on $468,335.31 for expenditures between 2d March, 1868, and 13th April, 1875—mostly, however, before 1870—*average time*, 7 years 1 month 10 days.....	166,519.11
Total of interest, 13th April, 1875.....	$280,957.37
Expenditures for construction.....	748,854.88
Total expenditures and interest to 13th April, 1875.....	$1,029,812.25
The defendants disbursed for operating the road and repairs (during same time) up to 13th April, 1875, when the road went into the hands of the receiver.....	779,937.53

The defendants received during their operation of the road, in all.....	929,498.22
Receipts over expenditures in operating the road.....	149,560.69
Interest on this balance of $149,560.69, for the average time, from 2d July, 1870, when the road was open for business, to 13th April, 1875—12 years 5 months....	16,202.36
Total.....	$165,763.05

Recapitulation.

Total disbursement in constructing the road, with interest	$1,029,812.25
Deduct balance, $149,560.69, receipts over disbursements for operating the road, and interest thereon.....	165,763.05
Total due defendants, with five per cent., from 13th April, 1875, till paid.....	864,049.20
But, to be perfectly accurate, we should take the interest account stated in the record, p. 299, which shows a balance of interest, in April, 1875, in favor of defendants, amounting to $361,531.38, at 8 per cent. per annum. If $\frac{3}{8}$ be deducted from this sum, the remainder will be the balance of interest due defendants, at the rate of five per cent. per annum, from the date of the expenditures and receipts respectively, to wit.....	225,959.10
Expenditures.....	748,854.88
Total.....	$974,813.98

This sum should bear five per cent. per annum from 13th April, 1875, till paid.

Assignment of Errors.

I.

The interlocutory decree of the Circuit Court, incorporated into and made part of the final decree from which this appeal is taken, and which declared the sale of the 3d of February, 1866, void and fraudulent is erroneous, and not warranted by any fact found in the pleadings or evidence.

II.

The order of the court below to sell the property, was inconsistent with the true interests of all the parties, and in direct conflict with the rights of the State.

III.

The terms of the order are inequitable and injurious.

IV.

The order of the court for the distribution of the proceeds of the sale when made, is unjust, and not according to the laws of Louisiana, as applied to the circumstances of the case, in this:

1. That it does not allow the defendants the price of the workmanship and the value of the materials of the ameliorations placed upon the railroad by them, as shown by the proofs.

2. That it does not allow *forty per cent.*, instead of *fifteen* per cent., for the difference in the prices of labor and materials in 1875, when the experts testified, and at the periods when the improvements were made, if the experts' estimate be adopted at all. (Record, p. 324.)

3. That it does not allow compensation for improvements *worn-out* in the service of the railroad; *e. g.*, cross-ties,

$58,821.90, bridges, etc.; nor for repairs placed on locomotives and cars, amounting to over fifty thousand dollars. (Record, pp. 45 and 325, and pages 107 and 108 of printed argument of Ludeling, filed in this case.)

4. That it does not allow enough for the deductions made by the experts in their estimate, (Exhibit B,) on account of supposed deteriorations in the other improvements.

5. That it does not compute interest from the date of the expenditures; and assumes four years as an average of time to compute interest on *expenditures and earnings.* The time was too short for expenditures, and too long for earnings.

6. That it does not allow defendants for their expenditures for salaries, contingent expenses, printing, rolling-stock, and for interest paid for moneys borrowed to carry on the works.

7. That it does not allow defendants $5,063.20 paid by defendants in August, 1866, being a debt of the Vicksburg, Shreveport and Texas Railroad Company, secured by the vendor's privilege on depot grounds in Shreveport. (Record, p. 193.)

And it does not allow defendants $456.37 for taxes, &c., paid in 1866. (Record, p. 423.)

8. That it assumes that defendants were possessors in bad faith, whereas they were possessors in good faith, and under a perfect title.

9. That it does not enforce the right of defendants to retain possession of the property until the sum found due them be paid to them, and that it does not recognize their privilege to be paid by preference out of the proceeds of the sale, to the full amount of their debt unconditionally, in the event of the sale of the property.

10. That it erroneously allows plaintiffs $161,476.69, as excess of earnings over expenses of operating and maintaining the railroad. It should have been $149,560.69. The earnings were $929,498.22, and not $939,124.61, as

stated in the decree. See exception of complainants, where they themselves only claim $925,000. (Record, p. 20.)

11. That it authorizes the master to exact, as a condition to be permitted to bid, a deposit of fifty thousand dollars.

12. That it requires a confirmatory deed or deed of release from the North Louisiana and Texas Railroad Company.

13. That it does not allow defendants their costs.

Points and Authorities.

I.

This bill was exhibited to set aside a sale of a railroad and appurtenances to John T. Ludeling, James W. Horne, and others, by the sheriff of the parish of Ouachita, on the foreclosure of the mortgage before mentioned. Horne was a necessary party defendant, without whom no decree could be made setting aside the sale. The sale was to all jointly; and if one could be omitted, all but one might have been.

Shields v. *Barrow*, 17 How., 130.

But Horne was a citizen of Georgia, and the complainants were citizens of the same State. (Petition of Horne, O. R., p. 55.) The Circuit Court, therefore, had no jurisdiction of this case; could have no jurisdiction to set aside the sale, unless all the vendees were before the court as parties. Horne was not made a defendant, and the bill states he could not be served with process, but conceals the fact of his being a citizen of the same State as complainants.

This objection was duly taken in the court below, by demurrer, the defect appearing on the face of the bill.

O. R., p. 50.

Again, this bill was collusive on its face. Battle and Slade, executors, &c., Jeffreys, Howell, and Buckner were

really complainants, but were named as defendants because they were citizens of Louisiana, of which State the defendants proper were citizens. But the bill itself (O. R., p. 2) states that these defendants "cordially concur in the object of this suit."

If the constitutional provisions in relation to the jurisdiction of Federal courts can be thus easily evaded by merely splitting the complainants who have joint interest, by making one-half of them defendants, it is high time the fact were known.

O. R., page 49, shows that these defendants—who are really complainants—appeared by the complainants' solicitors; that their answer is signed by complainants' solicitors; and the same paper bears a waiver of oath, signed by the same solicitors, as solicitors for complainant.

That is, as to these defendants, Messrs. Campbell, Spafford, and Campbell appear on and represent both sides of the case.

Will this court tolerate or wink at such a proceeding?

This objection was duly taken in the court below. (O. R., p. 59.)

These objections were overruled; and the defendants were compelled to answer, as they could not appeal before final decree in the cause.

But, under such circumstances, the objection was not waived by answer.

Dred Scott Case, 19 How., 303.

In the decision on the first appeal in this case, these objections were pressed upon this court in briefs and oral argument, but were not noticed by the court in its opinion. They are therefore proper to be urged now. The objection of want of jurisdiction cannot be lost, when constantly urged, even if the court did not decide upon it at first. And it is equally clear that the attempt of Horne to cure

the defect by consent is *unavailing.* He did not even consent, in his petition, (Old Record, p. 55,) to become a party; but consented that the court might proceed without proper parties.

If it be said that these objections are cured by the decision of the court on the first appeal, we answer, that the objection was urged on the argument, appeared in the record, and was urged as a ground for re-argument. Certainly, under these circumstances, it cannot be contended that we have waived them, and we do not believe that this court either can or desires to deny them. It is only the decree of the court as to matters *decided* on the first appeal, that are precluded on the second appeal.

The Santa Maria, 10 Wheat., 442.

II.

The defendants, under the circumstances of this case, *and by the laws of Louisiana,* were possessors of the railroad property in good faith, and, as such, were entitled to the profits until suit brought, and to be reimbursed for the price or cost of all necessary and useful improvements put upon the property by them.

(1) The Louisiana Code, article 503, provides:

"He is a *bona-fide* possessor who possesses as owner by virtue of an act sufficient *in terms* to transfer property, the defects of which he was ignorant of. He ceases to be a *bona-fide* possessor from the moment these defects are made known to him, or are declared to him by a suit instituted for the recovery of the thing by the owner."

"Art. 3451. The possessor in good faith is he who has just reason to believe himself the master [owner] of the thing which he possesses, *although he may not be in fact;* as happens to him who buys a thing which he supposes to belong to the person selling it to him, but which in fact belongs to another. The possessor in bad faith is he who possesses as master, but who assumes this quality when he

well knows that he has no title to the thing, or that his title is vicious and defective."

"Art. 3454, sec. 1. Rights which are common to all possessors in good or bad faith, are, first, that they are considered provisionally as owners of the thing so long as it is not reclaimed by the true owner or person entitled to reclaim it, *and even after such reclamation until the right of the person making it is established.*"

The Code of Louisiana is like the statutes of other States, not what it might seem to be upon first impression, but what it has been construed and settled to be by the adjudications of the State court. This court, in *Leffingwell* v. *Warren*, 2 Black, 596, held:

"The construction given to a State statute by the highest judicial tribunal of such State *is regarded as part of the statute*, and *is as binding* on the courts of the United States *as the text.*"

In *Richardson* v. *Packwood*, 1 New Series (Martin), 297, the court declare the law of Louisiana upon this subject as follows:

"It is a principle of our law that a possessor in good faith is not responsible to the real owner for the rents and profits of the property thus holden until after a judicial demand. If a person who possesses under a title which proves on investigation to be deficient *may reasonably have believed* that it was perfect and valid, he ought not to be considered, as the law expresses it, a knavish possessor. The principle of the law is just and equitable, and ought to take effect in all cases *where the want of good faith does not clearly appear.*"

To the same effect, see Robert *v.* Brown, 14 An., 598; 15 Id., 689; 22 Id., 491.

Did the defendants believe, and had they reason to believe, that their title was perfect? *Let the facts of the case answer.*

1. They had purchased the property at a judicial sale, regular in all things so far as the conduct of the sale was concerned, and they had a title "by virtue of an act of sale sufficient in terms to transfer property." (*Art.* 503 *of Code.*)

2. After the sale was made, a suit was commenced in the State court by Branner & Co. against the sheriff and these defendants, upon the ground that the sale by the sheriff to these defendants was illegal and void, and to have the sale set aside and the right of Branner & Co., as purchasers, declared. This case was hotly contested and the defendants succeeded, and, on appeal to the Supreme Court of the State, the judgment was affirmed, the Supreme Court deciding that the sheriff had done his duty in the premises.

3. After this, the defendants commenced a suit by momtion in the State court to have the sale to them homologated; that is, confirmed. This suit was defended and resisted by bondholders, stockholders, and others; among them was Henry B. Plant, one of the complainants in this suit. The decision in the court below was in favor of these defendants, and the sale to them was confirmed. The case was carried to the Supreme Court of the State, and was there affirmed.

4. The constitutional convention of 1868 proposed, and the people ratified, a constitution, the 149th article of which is as follows:

"All judgments *and judicial sales*, marriages, and executed contracts made in good faith and in accordance with existing laws, in this State, rendered, made, or entered into between the 26th day of January, A. D. 1861, and the date when this Constitution shall be adopted, are hereby declared to be valid."

5. Subsequently, in September, 1868, the Legislature of the State ratified and confirmed the sale, granted new fran-

chises to the new company, and loaned them her bonds upon the security of the property.

6. But the most conclusive evidence of the fact that the defendants *believed* that they were the real owners of the property, is that they expended over $700,000 in the construction of the road and property.

But to all this it will undoubtedly be replied by opposing counsel that this court, on the former appeal, adjudged that the sale of the property to the defendants was fraudulent and void; and therefore the defendants must be treated as *mala fide* possessors, and that the question is not open on this appeal.

This brings us to consider the effect of the decision and decree of this court on the former appeal.

The general principle, that when this court has made a final decision on the merits of a case, and a second appeal is taken from proceedings in the court below, nothing is brought before this court except such subsequent proceedings, was ruled by this court in *Rose* v. *Himely*, 5 Cranch, 313, and has been held in many subsequent cases.

But to this rule there is an exception as well settled as the rule itself, and this case falls within that exception.

In *The Santa Maria*, 10 Wheat., 431, this court, by Story, Justice, said:

"The principle laid down in the case of Rose *v.* Himely, 5 Cranch, 313, that upon an appeal from a mandate nothing is before the court but the proceedings subsequent to the mandate, is undoubtedly correct in the sense in which that expression was used, with reference to the doctrine of that case. Whatever had been formerly before the court and was disposed of by its decree was considered as finally disposed of, and the question of interest, raised upon the

execution of the mandate in that case, was in that predicament. But upon all proceedings to carry into effect the decree of the court, the original proceedings are always before the court, so far as they are necessary to determine any new points or rights in controversy between the parties, which were not terminated by the original decree. The court may, therefore, inspect the original proceedings to ascertain the merits or demerits of the parties, so far as they bear on the new claims, and must decide on the whole examination what its duty requires."

In *Minnesota Railroad Company* v. *St. Paul Railroad Company*, 2 Wallace, 609, the case was before this court on appeal from a decree sustaining a demurrer to a bill which set out all the material facts of the case as touching the rights of the parties to the ownership of the rolling stock of a railroad, and this court decided that the complainants were the owners of the property. The case was remanded for further proceedings; the defendant answered, and proofs were taken, after which a second appeal was taken, and this court, in 6 *Wallace*, 742, *on substantially the facts as alleged in the bill*, decided that the defendants owned the property, Mr. Justice Miller, who delivered the former opinion, dissenting from the last opinion.

After this court delivered its opinion on the first appeal, an application was made for a rehearing. This was not granted; but the court amended its decree, and directed that the court below should cause an account to be taken to ascertain what charges and credits should be made against and allowed to the defendants, under the circumstances of this case *and according to the laws of Louisiana.*

This was, as we claim, substantially granting a rehearing, because it put the case in an attitude where the parties could litigate again, before the master, the question of *bona fide* or *mala fide* possession of the defendants; after which the case could be brought here a second time, and reheard on the additional evidence given before the master. It be-

ing well known that by the laws of Louisiana the question of *bona fide* or *mala fide* possession would be material in stating the account between the parties, and that although this court had adjudged that the sale of the property must be set aside, yet the defendants were not *mala fide* possessors if they believed, or had good reason to believe, that they were the real owners of the property. In other words, this court may hold that the circumstances of the sale invalidate it in point of law, and still by the laws of Louisiana the defendants may have been *bona fide* possessors, because they believed they were the real owners, and had a title "by virtue of an act sufficient *in terms* to transfer property."

The master was directed to consider the proofs in the cause, and take other testimony, and the present record contains the new testimony taken. This, together with the original proofs, are therefore before the court now for the purpose of determining the *bona fide* or *mala fide* occupancy of the defendants, and become legitimate matters of examination in the argument of this case. I propose to consider each supposed badge of fraud attending this case, and show either that it does not exist in fact, or that it is innocent in itself.

First. It is supposed that the value of the property was so greatly in excess of the amount at which it was appraised, that the appraisal was necessarily fraudulent.

In the opinion of this court on the former appeal, the property appraised and sold is described as follows:

"The property sold consisted of a railroad about *one hundred and ninety miles in length*, with numerous water stations, buildings, warehouses, depots and depot grounds, cars, locomotive engines, wagons, machinery, utensils, bills receivable from numerous promisors, aggregating more than $40,000, unpaid stock subscriptions exceeding

$320,000, and a large land grant of several hundred thousand acres, together with the franchises of the company."

(1) The bill states that 75 miles of railroad had been completed from Vicksburg to Monroe, which was for a time in running order, and until damaged by the operations of the war was in good condition. (*Old Record*, pp. 1 and 2.) This is all the road that was ever constructed by the mortgagor, instead of 190 miles, as supposed.

During the war, Confederate General E. Kirby Smith ordered this railroad to be destroyed. (*Old Record*, p. 406.)

The order was returned by Colonel Harrison, certifying that he had executed the order. (*Old Record*, p. 407.)

It is proved beyond all question, that at the close of the war, and at the time of this sale, there was not a rod of railroad in existence capable of being operated; not a rail in place; the cross-ties were removed or destroyed, or had rotted; there was not a locomotive engine nor a passenger or freight car that could be used; there was but one depot building, and that at Gerard, and one other building, in a falling-down condition, both worth not to exceed three hundred dollars; not a warehouse nor a wagon; no machinery; no utensils; nor other personal property.

Testimony of Heffner, Old Record, p. 460.
Testimony of John Bishop, Old Record, p. 461.
Testimony of S. A. Kiel, Old Record, p. 462.
Testimony of H. R. Smith, Old Record, p. 463.
Testimony of I. Merritt, Old Record, p. 464.
Testimony of J. F. Cochran, Old Record, p. 465.
Testimony of W. Brockett, Old Record, p. 467.
Testimony of J. S. Ray, Old Record, p. 467.
Testimony of J. R. Muir, Old Record, p. 468.
Testimony of H. A. Kelly, Old Record, p. 470.
Testimony of W. S. Grayson, Old Record, p. 470.
Testimony of John W. Scarborough, Old Record, p. 471.

Testimony of H. W. O'Niel, Old Record, p. 472.
Testimony of J. T. Mason, Old Record, p. 472.
Testimony of D. T. Head, Old Record, p. 473.
Testimony of Henry B. Holmes, Old Record, p. 473.
Testimony of J. D. McGuire, Old Record, p. 474.
Testimony of N. L. Hardy, Old Record, p. 474.
Testimony of Robert W. Jennison, Old Record, p. 475.
Testimony of Daniel McQuiller, Old Record, p. 475.
Testimony of Gov. J. M. McEnery, Old Record, p. 476.
Testimony of S. Marx, Old Record, p. 477.
Testimony of Z. Weil, Old Record, p. 478.
Testimony of J. J. Baldwin, Old Record, p. 478.
Testimony of Benj. Myrick, Old Record, p. 479.
Testimony of Jos. H. Mitchell, Old Record, p. 489.
Testimony of Jos. Hoffman, Old Record, p. 491.
Testimony of Dr. Calderwood, Old Record, p. 491.
Testimony of Henry Gerson, Jr., Old Record, p. 495.
Testimony of J. Benoit, Old Record, 498.
Testimony of F. Endom, Old Record, p. 500.
Testimony of Thos. Norton, Old Record, p. 502.
Testimony of Wm. W. Chapman, Old Record, p. 504.
Testimony of R. G. Kennedy, Old Record, p. 506.
Testimony of John Wentzell, Old Record, p. 509.
Testimony of J. Puckett, Old Record, p. 510.
Testimony of James Hart, Old Record, p. 511.
Testimony of J. G. Richardson, Old Record, p. 514.
Testimony of J. D. McEnery, Old Record, p. 515.
Testimony of Robert Dortch, Old Record, p. 517.
Testimony of Charles Delery, Old Record, p. 519.
Testimony of Robert G. Cobb, Old Record, p. 521.
Testimony of Rev. Thos. B. Lawson, Old Record, p. 525.

These witnesses are lawyers, doctors, merchants, planters, surveyors, and civil engineers, and among the most respectable members of the community residing along the whole line of the road.

Second. The testimony of the witnesses above named proves the bills receivable and the stock subscriptions were worthless.

Third. There were five wrecks of engines; not an engine that could be used. Three of these the defendants repaired, at a cost of about $21,000. (O. R., p. 423.) And later, another was repaired, at a cost of about $9,000.

At the time of sale, there were 90,000 acres of land, wild, unimproved, overflowed lands, not contiguous to the railroad, owned by the company. Proof shows that these lands were worthless, and that the depot grounds and other grounds to be used in connection with the railroad were worth from $3,000 to $10,000, as variously estimated by the witnesses.

The land grant was subject to a condition that the road should be completed before June, 1866; and this sale was had February 3, 1866. The grant was, therefore, practically forfeited, as it was then impossible to construct the road within the four months remaining.

The Value and Appraisal.

The appraisers were F. C. Jones and M. A. Duvall. They were men of character and integrity, and wholly disinterested. Not a word of evidence attacks their character and fitness; on the contrary, witnesses called by complainants establish their character and fitness.

Testimony of Stillman, Old Record, p. 89.
" *Judge Richardson*, Old Record, p. 82.
" *Garrett*, p. 86.
" *Robert Richardson*, p. 90.

They were chosen by the plaintiff and defendant as the State law requires. (*Code of Pr., art.* 672.)

Duvall was a railroad man, and was selected by defendant because he had been one of their employés. (O. R., 415.) He was well acquainted with the situation and condition of the property and its value, and Jones was a planter on the line of the road, and a man of character.

Testimony of Stillman, O. R., p. 89, as to Duvall and Jones.

Testimony of Bry, O. R., p. 415.

There is not a word of evidence tending to show that any improper influence was exercised over the appraisers, or that they acted dishonestly or corruptly, or that their appraisal of $75,000 was not their real and honest opinion and judgment in the premises. The principle of common law, common sense, and Christian charity is thus stated by the court in *Packwood* v. *Richardson*, 1 New Series (Martin), p. 410: "*Bad faith is not presumed; it must be proved.*"

What was this railroad wreck worth?

The witnesses called by the defendants, forty-three in number, before cited in this brief, estimate the value of the property at the time of sale variously between $5,000 and $75,000, and some of them testified that it was not worth anything. (*See their testimony, before referred to.*)

The complainants called witnesses upon this point. Richardson, a stockholder, and the attorney of Branner & Co. in their suit, testified that he would have appraised the property at $500,000 (O. R., p. 82); but at p. 80 he says he knows nothing of the value of such property. Charles G. Young, a stockholder, testifies the value in greenbacks was $2,150,000, but had no personal knowledge of the then condition of the property. (O. R., p. 92.) John T. Grant, a stockholder, and one of the complainants in this case, testified that he knew little of the property since

1861, but would estimate its value in July, 1866, at $1,000,000. (O. R., p. 100.) Lemuel P. Grant, one of the complainants in this case, puts the value at $1,100,000, but had not seen the road since 1861. (O. R., p. 103.) Wadley, another of the complainants, estimates value at $1,500,000. (O. R., p. 160.) William G. Swan, member of firm of Branner & Co., says he never saw but about a mile of the road, at the Monroe terminus, but says the men he acted with thought the property was worth $1,500,000. (O. R., p. 110.)

But the most conclusive evidence of the value of this property, is the fact that after these defendants had put $1,600,000 into the property, experts appointed by the court, on the suggestion of the complainants themselves, estimate the present value at $833,098.38. (*N. R.*, p. 77.) And this is the estimate adopted by the court below as to the real value of the property.

Again, this court, in their opinion on the first appeal, say:

"From the sheriff's return as first made, *drawn up by John T. Ludeling*, Gordon's attorney, and one of the purchasers, the sheriff exacted an *illegal* and onerous condition. The condition was, that the purchaser should pay cash to pay the interest coupons then due, with credit to meet the immature interest and bonds, and should give bonds with personal security for the credit portion of the bid."

(1) The proof shows that the return of the sheriff, so far as it related to what took place at the sale and thereafter (which contained a statement of this condition,) *was not drawn by Ludeling.*

Testimony of Hardy, O. R., p. 371.

(2) The condition *was not* exacted. And the return first drawn, by the *sheriff himself, not* by *Ludeling*, was erroneous

in this respect, and was afterwards amended by the sheriff, after application to the court for that purpose.

Ludeling's answer, O. R., p. 341.
Hardy's answer, O. R., p. 371.
Baker's answer, O. R., p. 397.
Ray's answer, O. R., p. 377.

Again, this court, in that opinion, said:

"At the first cry the property was struck off to George M. Branner & Co. for $550,000. But because they failed to pay *at once* the interest coupons then due and presented, the sheriff immediately set up the property again, in bulk, and sold and adjudicated it at once to John T. Ludeling," and others.

(1) The sheriff did not put up the property because they refused to pay *at once*, but because they refused *to pay at all.*

Sheriff's return, as amended, O. R., p. —.

The Supreme Court of the State, in Branner & Co. *v* The Sheriff and Ludeling and others, decided that in this particular the sheriff did his duty, as required by law; and this decision was made in 1866, eight years before this court decided the first appeal, and six months before this suit was commenced; and the court say:

"It admits of no doubt, we conclude, that the plaintiffs failed to comply with the conditions of the sale, *and that it was the duty of the sheriff to proceed as he did, to reoffer the property for sale on the same day.*"

Branner et al. v. *Hardy et al.*, 18 Ann., 537.

Again, this court, in that opinion, speaking of the foreclosure proceedings commenced by Gordon, under which the sale took place, say, p. 626:

"Ostensibly he sued for himself alone."

(1) He asked for the sale of the whole property to pay all the bonds and the interest on them.

His petition, O. R., p. 170.

Order of court, O. R., p. 174.

The bonds were payable to bearer, and he could not, nor was he required by law, to state who were the owners of the bonds not owned by himself.

Again, this court (p. 620) say:

"The order of seizure was granted by the judge on the 23d day of December, 1865; but it was not filed in the clerk's office until Saturday, the 30th of that month, late in the afternoon; and on that day the sheriff made a seizure and served a notice thereof upon H. M. Bry, who was then acting as the president of the corporation, and who subsequently became *one of the purchasers at the sale*."

(1) If this statement were correct, it is conceded that the sale would have been illegal. The law of Louisiana requires, first, a petition to the judge for a fiat directing the seizure and sale of the mortgage premises. The petition and the order have to be filed in the clerk's office, and notice of that order has to be served upon the defendants *three days before the seizure can be made.*

Code of Pr., art. 735.

But the petition and order of the judge, in this case, were filed *on the 26th of December*, 1865, instead of the 30th. (O. R., p. 222.)

Notice served same day, December 26, 1865. (O. R., p. 223.)

The seizure, and notice of it, was made and served on the 30th. These proceedings were therefore entirely regular, and in conformity with the uniform practice of foreclosing mortgages in that State.

(2) Bry *did not* become one of the purchasers *at the sale.*

But *after the sale*, he having one bond, was admitted by Ludeling and others to come in and participate with them. (O. R., pp. 414 and 416.)

Again, this court (p. 621) say:

"The sale was made in a village far in the interior, it was advertised in only one local newspaper, and not a day longer than the law required."

(1) The sale was made at Monroe, the domicile of the debtor company, where the sale was required by law to be made.

Code of Pr., arts. 89 and 162.
Charter of Co., act 1868.

(2) It was only required to be advertised in one newspaper, and had it been published in others, costs could not have been taxed for such publication. If it was published as long as the law requires, how much longer *ought* it to have been published—a day, week, month, or year?

Again, this court say (page 622):

"Admitting, then, that Gordon had a right to make use of the mortgage to enforce the payment of the bonds which he held, he had no right so to use it as to obtain a right over the other bondholders. He had no right to employ it as an instrument by which he might become the owner of the property mortgaged at the lowest possible price at which it could be obtained, leaving the bonds held by his associate holders unpaid," &c.

(1) It was impossible for Gordon to use the mortgage to obtain an advantage over the other bondholders. By the laws of Louisiana, he had a right to bid at the sale, as they had a right to do. If it be meant to say that one bondholder cannot purchase the mortgage premises at a price which will not satisfy all the bonds in full, then the title of almost every railroad in the country will be upset. Whoever may become a purchaser may buy the property at the

least possible price for which it can be obtained. Did any one ever hear of a purchaser at public auction or elsewhere bidding or giving more than was necessary to obtain the property? If he must do so, how much must he bid more than is necessary? It is submitted that the only question is, whether a bondholder may bid at the sale of property on the foreclosure of the mortgage what secures his bond. That he may do this, in Louisiana, at least, see

Civil Code, art. 1775.
Civil Code, art. 2420.

The Code of Practice, art. 688, declares that "the *debtor* may himself bid for the property seized and offered for sale on the same terms as every other person. *The case is the same with respect to the judgment creditor.*"

In *Poultney* v. *Cicil*, 8 La. Rep., 423, the court say:

"Under our law regulating sales on execution to the highest bidder, *mortgagees are not declared incapable of buying*, and the *universal* practice has been the other way."

See, also, *Preston* v. *Plympton*, 4 An., 356.
Millodon v. *Allard*, 2 La., 551.

Again, this court (p. 624) says:

"Immediately after it [the railroad] was adjudicated to Gordon and his associates they were offered for their bid $1,000,000, as testified by the person who made the offer, or $600,000, as admitted by Ludeling; and the offer was rejected."

(1) This offer was made by Swan, a member of the firm of Branner & Co., who did the bidding, and was unable to comply with his own bid of $550,000. Indeed, it is evident, from the evidence, that he was a mere adventurer on his way to Mexico, and was no more able to pay $1,000,000 than he was to create a new world.

O. R., pp. 69, 111, 112, 349, 350.

All he pretends to have had in money was enough to pay the coupons which had been protested,—that is, about $3,600.

Swan's testimony, O. R., pp. 111, 112.

His offer was regarded as a mere jest.

Ludeling's testimony, O. R., pp. 349, 350.

Baker's testimony, O. R., p. 405.

Again, this court, p. 627, speaking of the contract between Ludeling and associates of January 10, 1866, speak of it as made by the directors of the old company. That company had seventeen directors. Of these, but two, Ray and Baker, were parties to this agreement. Ray was absent, and the contract was signed for him by his brother; but he afterwards ratified what had been done.

Again, this court, (p. 629,) speaking of the contract between Ludeling and Horn, found in Old Record, p. 73, say:

"It is impossible to characterize this agreement as anything else than fraudulent. Its obvious purpose was to remove competition at the sale," &c.

(1) Why was it fraudulent? Certainly not because it was in writing instead of resting in parol. There never was a foreclosure of a railroad mortgage, in the Western States, in which the property was not bid in by a party or combination formed for that purpose. To say that this agreement prevented competition would condemn the purchase made by a co-partnership, or by more than one person. A railroad cannot, ordinarily, be purchased by any one person, and to say that two or more may not combine to purchase on their joint account, would be to sacrifice every railroad by requiring it to be sold at and within such sum as an individual can pay. That such combination is legal, see

Kearney v. *Taylor*, 15 How., 519.

Again, the idea pervades the opinion of this court, that *the directors* of the old company betrayed their trust and became interested in a purchase of the property at a mere nominal value; and that Horne was guilty of a betrayal of the confidence reposed in him by his Georgia friends, in entering into the agreement with Ludeling and his friends.

(1) The company had seventeen directors. Only *two* of them were interested in the purchase. The remaining fifteen ought to have been sufficient to protect the interest of this bankrupt corporation. Indeed, it is supposed that this fact would not be considered material to the validity of the sale, if the property were conceded to have been sold at a reasonable price.

(2) Horne came to Louisiana, for himself and other bondholders, to procure a foreclosure of the mortgage, and to purchase the property for their benefit as well as his own. On arriving there he found foreclosure had taken place, and sale was advertised. He made an arrangement with the Louisiana parties by which he and his friends, if they should elect to, were to become parties to the purchase, on terms agreed upon between them. Horne had been on the ground two or three weeks; and there is no evidence that he did not correspond fully with his constituents in Georgia. But at all events he did not bind them, and the sale would have taken place when and where it did, if no arrangement had been made between Horne and Ludeling.

The sale to Branner & Co. was not defeated by the presentation of the matured coupons on the bonds held by Horne's friends. Horne owned twenty-three bonds, and of course had a right to present his coupons; Gordon had a right to present his; Bry had a right to present his; and yet the tender by Branner & Co. did not equal the amount due on Gordon's bonds and costs.

III.

But *by the laws of Louisiana* the defendants, whether regarded as *bona fide* or *mala fide* possessors, are still entitled to the value of material and cost of workmanship; that is, the expense of all necessary improvements put upon the property by them.

Code, art. 508.

Code, article 2314: "He to whom property is restored must refund to the person who possessed it, *even in bad faith*, all he had necessarily expended for the preservation of the property."

Code, article 2299: "Equity obliges the owner whose business has been well managed to comply with the engagements contracted by the manager, to indemnify the manager in all personal engagements he has contracted, *and to reimburse him all useful and necessary expenses.*"

Code, article 1965: "The equity intended by this rule is founded in the Christian principle,—not to do unto others that which you would not wish others should do unto us; and on the moral maxim of the law,—that no one should enrich himself at the expense of another," &c.

Code, article 3224: "He who having in his possession the property of another, whether on deposit, on loan, *or otherwise*, has been obliged to incur expenses for its preservation, acquires on this property two species of rights."

Code, article 3225: "Against the owner of the thing, his right is in the nature of a pledge, by virtue of which *he may retain* the thing until the expenses which he has incurred are paid. *He possesses this qualified pledge even against the creditors of the owner, if they seek to have the thing sold.* He may refuse to restore it, unless they refund him his advance, or give him security that the thing will fetch a sufficient price for that purpose."

Code, article 3226: "Finally, he who has incurred these expenses has a privilege against these same creditors, by virtue of which *he has preference over them*, out of the price of the thing sold, for the amount of such necessary charges as he has incurred for its preservation."

The leading case in Louisiana upon this subject is *Pierce* v. *Frantom*, 16 La., 414. The court say:

"The right of the defendant to be paid for the improvements by which the value of the premises was enhanced, depends upon other [other than section 508] provisions of law. It rests upon the broad principle of equity, that no man ought to enrich himself at the expense of another. If, instead of recovering four hundred arpents of land covered with heavy timber, the plaintiffs succeed in establishing their title to that quantity of which one hundred and fifty is ready for the plow, together with the convenience of a dwelling and a gin, the result of the industry of his adversary, he cannot justly resist the latter's claim for remuneration. If the party evicted be entitled to be paid for edifices erected on the premises of which the successful party has taken possession, no plausible reason can be perceived why he should lose the lasting conquest his industry has achieved over the forest. If, in the administration of justice, doubts have sometime arisen as to the application of this great principle to cases like the present, those doubts may have arisen in part from the peculiar expressions of our code." * * *

"The word plantation, which means in France nothing more than planting out trees, must be taken here to imply any permanent improvement of the soil, and especially the cutting down of trees and fitting lands for the purpose of agriculture. In respect to the right to be reimbursed for useful expenses by which the property has been more valuable to the owner, *the code makes little or no distinction between the possessor in good or in bad faith.*"

The same principle was held in the following cases:

Kellam v. *Ripley*, 3 Rob., 138.
Lowry, Curator, v. *Irwin*, 6 Rob., 210.
Williams v. *Booker*, 12 Rob., 254.
Beard v. *Morancy*, 2 An., 347.
Stanborough v. *Wilson*, 13 An., 494.
D'Armond v. *Pullen*, 16 An., 244.
Wilson v. *Benjamin*, 26 An., 587.
Opinion of Woods, Circuit J., 2 Woods, 254.

The complainants cite Herrial *v.* Broussard, 4 N. S., (Martin,) 267; Boatner *v.* Ventris, 8 N. S., (Martin,) 667; and Boatner *v.* Ventris, 2 La., 173. These cases were all decided anterior to the decision of *Pierce* v. *Frantom*, 16 La., 414, which latter decision remained the undoubted law of Louisiana upon this subject until the case of Gibson *v.* Hutchins, 12 An., 545, which in one part of the opinion denied a possessor in bad faith the right to recover for any improvements. This was square in the teeth of the text of the code, and has never been followed by the courts of Louisiana. On the contrary, in Stanborough *v.* Wilson, 13 An., 494, and other cases cited above, the principle held in Pierce *v.* Frantom has been approved and followed.

Again, in another part of the opinion in *Gibson* v. *Hutchins*, it is declared, that an intruder may recover for *necessary* improvements. This is what we contend for in this case, because the improvements made by the defendants are conceded to have been necessary improvements.

The complainants also cite French *v.* Bach, 26 An., 731, but it does not touch this question, because the question of improvements was not raised in either court, either by pleadings or evidence.

IV.

By the law of Louisiana, where this mortgage was executed, and by which law the rights of the respective parties must be determined, the *third possessor*, whether in good or bad faith, is entitled to his improvements, and to all rents and profits, until notice of the order for seizure and sale is served on him,--by analogy, until the decree of sale in this case.

Code, arts. 3407, 3408.

J. S. Black,
Matt H. Carpenter,
of Counsel for Defendants.

APPENDIX, NO. 1.

United States Circuit Court for the District of Louisiana.

Henry R. Jackson and others
vs.
Vicksburg, Shreveport and Texas Railroad, John T. Ludeling, and others.

John A. Campbell, for complainants; Randall Hunt and Wm. H. Hunt, for defendants.

Opinion of Woods, J.—The bill alleges in substance that the defendant railroad company was incorporated in 1853 by the Legislature of Louisiana, for the purpose of constructing a railroad from a point opposite Vicksburg to Shreveport on Red River, and thence to the Texas State line, with a capital stock of four millions of dollars, and a board of fifteen directors, one of whom was to be chosen president.

The corporation was to have perpetual existence, unless dissolved by a vote of three-fourths of the corporators, and in case of failure or insolvency provisions were made for the appointment of commissioners for the liquidation of the affairs of the company.

That the railroad company organized and proceeded to build seventy-five miles of railroad from Vicksburg to Monroe, which was in good condition until damaged during the late war.

That there is vested in said corporation, by acts of the Legislature of Louisiana, about ninety thousand (90,000) acres of land, and there is a contingent grant of three hundred and thirty thousand (330,000) acres, more or less, to take effect on the completion of the road, and that the property of the corporation was reasonably worth from one million and a quarter to two millions of dollars. About two millions of stock had been subscribed to said company, and some stock had been issued.

That on September 1, 1857, the corporation executed a mortgage on its franchises and estate to secure an issue of

bonds, which bonds were placed upon the market, and seven hundred and sixty (760) thereof for one thousand dollars ($1,000) each were sold, and complainants are severally holders of said bonds.

That complainants, Wadley, Grant, Mitchell, and Swanson, are holders of preferred stock of said company, issued to them for work done and materials furnished in the construction of said company's road.

That other holders of said bonds, to the number of six hundred and thirteen (613), who are not parties to this suit, and the executors of the estate of Wm. G. Bonner, and E. V. Jeffries, and Howell & Buckner, defendants, who hold forty-eight (48) of said bonds, concur in the objects of the bill, and the right is yielded to any bondholders or stockholders, not parties, to become parties either as plaintiffs or defendants. That since March, 1863, there has been a general failure to pay the interests on said bonds.

That in December, 1865, complainant, Wm. M. Wadley, was president of said company, Henry M. Bry was vice-president, and the defendants, John Ray, Francis P. Stubbs, Wesley J. Q. Baker, John A. McGuire, Robert Ray, Joseph P. Crossley, Charles W. Phillips, Robert C. Strother, Christopher H. Dabbs, Geo. C. Waddell, Wm. M. Pinckard, and Wm. R. Gordon, were directors, and Joseph M. McGuire was secretary and treasurer.

That these persons, excepting the president, combining to defeat the rights of the bondholders and stockholders, caused said Wm. R. Gordon, who claimed to be the holder and owner of four of the bonds above mentioned, to apply to the judge of the twelfth judicial district, presiding in and for the parish of Ouachita, in the State of Louisiana, for an order of seizure and sale, which was granted on the 23d day of December, 1865, directed to the sheriff of Ouachita parish, commanding him to seize and sell the estate and franchises of said company for cash, to pay the interest coupons then due, and on terms of credit to meet the falling due on maturity of the interest coupons and bonds that were to mature, and that by virtue of said order of seizure and sale, the road and other property and franchises of said company were seized by said sheriff, and were appraised and sold for fifty thousand dollars ($50,000) to John T. Ludeling, Wm. R. Gordon, John Ray, Francis P. Stubbs, Wesley J. Q. Baker, Henry M. Bry, Joseph F. McGuire,

John A. McGuire, Robert Roy, Jos. P. Crossley, Charles W. Phillips, Robert C. Strother, Christopher H. Dabbs, Geo. C. Waddell, Wm. M. Pinckard, and James U. Horne.

That the object of said proceedings was, by a sudden, hasty, and clandestine sale of said property, to secure the property of the company, discharged of the rights of the bondholders and stockholders, and to appropriate it to the purchasers at an inconsiderable price. That the appraisement was erroneous and fraudulently procured by misrepresentation of the value of the property.

That no sufficient notice was given to the bondholders and stockholders, and that complainants and others like situated were in fact ignorant of the said proceedings in the court and parish of Ouachita.

That the sheriff of Ouachita, who made said sale, acted under the counsel of defendants Ludeling and Stubbs, and that counsel and advice was given him by them or one of them for the fraudulent purpose of having the property secured to themselves at an inadequate price.

That upon the first offer of sale, the property was adjudicated to Geo. M. Branner and others for five hundred and fifty thousand dollars ($550,000), and that defendants, or some of them, at the same sale bid the sum of five hundred and twenty-five thousand dollars ($525,000); that immediately upon said adjudication, defendant Ludeling demanded, on bonds represented by him, payment of interest coupons past due to the amount of thirty-six thousand three hundred and sixty dollars ($36,360), and the said defendant Stubbs to the amount of twenty-eight hundred and eighty dollars ($2,880); and the sheriff demanded payment of Branner and company of said amounts, and required them to give bond for the payment of the credit portion of their bid, which being refused he again offered the property for sale, and it was bought by Ludeling and his associates, as aforesaid, for fifty thousand dollars, ($50,000,) who have taken possession of the same, and are claiming to hold it free from the claims of the bondholders and stockholders.

That these proceedings were the result of a fraudulent conspiracy between the defendants, or some of them, and the suit of Gordon was instituted to carry said conspiracy into effect. That John Ray, one of the purchasers, is the same person mentioned in the mortgage as mortgagee, and

bonds, which bonds were placed upon the market, and seven hundred and sixty (760) thereof for one thousand dollars ($1,000) each were sold, and complainants are severally holders of said bonds.

That complainants, Wadley, Grant, Mitchell, and Swanson, are holders of preferred stock of said company, issued to them for work done and materials furnished in the construction of said company's road.

That other holders of said bonds, to the number of six hundred and thirteen (613), who are not parties to this suit, and the executors of the estate of Wm. G. Bonner, and E. V. Jeffries, and Howell & Buckner, defendants, who hold forty-eight (48) of said bonds, concur in the objects of the bill, and the right is yielded to any bondholders or stockholders, not parties, to become parties either as plaintiffs or defendants. That since March, 1863, there has been a general failure to pay the interests on said bonds.

That in December, 1865, complainant, Wm. M. Wadley, was president of said company, Henry M. Bry was vice-president, and the defendants, John Ray, Francis P. Stubbs, Wesley J. Q. Baker, John A. McGuire, Robert Ray, Joseph P. Crossley, Charles W. Phillips, Robert C. Strother, Christopher H. Dabbs, Geo. C. Waddell, Wm. M. Pinckard, and Wm. R. Gordon, were directors, and Joseph M. McGuire was secretary and treasurer.

That these persons, excepting the president, combining to defeat the rights of the bondholders and stockholders, caused said Wm. R. Gordon, who claimed to be the holder and owner of four of the bonds above mentioned, to apply to the judge of the twelfth judicial district, presiding in and for the parish of Ouachita, in the State of Louisiana, for an order of seizure and sale, which was granted on the 23d day of December, 1865, directed to the sheriff of Ouachita parish, commanding him to seize and sell the estate and franchises of said company for cash, to pay the interest coupons then due, and on terms of credit to meet the falling due on maturity of the interest coupons and bonds that were to mature, and that by virtue of said order of seizure and sale, the road and other property and franchises of said company were seized by said sheriff, and were appraised and sold for fifty thousand dollars ($50,000) to John T. Ludeling, Wm. R. Gordon, John Ray, Francis P. Stubbs, Wesley J. Q. Baker, Henry M. Bry, Joseph F. McGuire,

John A. McGuire, Robert Roy, Jos. P. Crossley, Charles W. Phillips, Robert C. Strother, Christopher H. Dabbs, Geo. C. Waddell, Wm. M. Pinckard, and James U. Horne.

That the object of said proceedings was, by a sudden, hasty, and clandestine sale of said property, to secure the property of the company, discharged of the rights of the bondholders and stockholders, and to appropriate it to the purchasers at an inconsiderable price. That the appraisement was erroneous and fraudulently procured by misrepresentation of the value of the property.

That no sufficient notice was given to the bondholders and stockholders, and that complainants and others like situated were in fact ignorant of the said proceedings in the court and parish of Ouachita.

That the sheriff of Ouachita, who made said sale, acted under the counsel of defendants Ludeling and Stubbs, and that counsel and advice was given him by them or one of them for the fraudulent purpose of having the property secured to themselves at an inadequate price.

That upon the first offer of sale, the property was adjudicated to Geo. M. Branner and others for five hundred and fifty thousand dollars ($550,000), and that defendants, or some of them, at the same sale bid the sum of five hundred and twenty-five thousand dollars ($525,000); that immediately upon said adjudication, defendant Ludeling demanded, on bonds represented by him, payment of interest coupons past due to the amount of thirty-six thousand three hundred and sixty dollars ($36,360), and the said defendant Stubbs to the amount of twenty-eight hundred and eighty dollars ($2,880); and the sheriff demanded payment of Branner and company of said amounts, and required them to give bond for the payment of the credit portion of their bid, which being refused he again offered the property for sale, and it was bought by Ludeling and his associates, as aforesaid, for fifty thousand dollars, ($50,000,) who have taken possession of the same, and are claiming to hold it free from the claims of the bondholders and stockholders.

That these proceedings were the result of a fraudulent conspiracy between the defendants, or some of them, and the suit of Gordon was instituted to carry said conspiracy into effect. That John Ray, one of the purchasers, is the same person mentioned in the mortgage as mortgagee, and

is the person to whom, or bearer, the bonds were payable, and that he has been a director of the company from its organization; and that Ludeling has been employed for it as attorney; and that nine of the directors appear as purchasers under Gordon's sale.

That for the purpose of showing the fraudulent combination of said parties, complainants offer a certain agreement signed by John T. Ludeling, for himself and friends, and James U. Horne, for himself and friends, and marked Exhibit "C." The agreement bears date February 2, 1866, and the parties agree to "club" their funds to buy the property of the railroad company. The party of the first part (Ludeling and friends) agreed to furnish the money to make the purchase, and the party of the second part (Horne and friends) agreed to turn over to the party of the first part five hundred (500) bonds, with their interest coupons, to be used in paying for the property *pro tanto;* the party of the first part to own two-thirds, and the other party one-third of the property purchased. It was further stipulated in said agreement, that should the friends of Horne, whose bonds he controlled, not ratify his acts in the premises, the party of the first part should pay them their *pro rata* share of the amount at which the property was sold; and that should the sale be declared invalid by a court of last resort, then the bonds and coupons of the party of the second part should be returned to them, and the agreement be declared null and void.

That said Horne came to Louisiana from Georgia to look after his own interests and those whose bonds he had, without any knowledge of the proceedings for the seizure and sale of the road; and that finding that a conspiracy had been made to defraud the bondholders, he made the aforesaid arrangement without authority; and the same has never been ratified, except by Horne.

That the agreement itself was evidently a fraudulent covenant to suppress competition and to secure the property for the parties defendant in Ouachita at a sacrifice.

That by this scheme Ludeling and Stubbs obtained possession of nearly all the coupons and bonds that were produced to the sheriff to defeat the purpose of Branner & Co., and that the consideration tendered by Ludeling and Stubbs and their associates consisted in their control over the sheriff and his subserviency to their fraudulent purposes.

That no person for whom Horne presumed to act in the premises or to designate as his associates approved his conduct or will accept his bargain. That as soon as complainants had notice of the proceedings aforesaid, they caused notice to be served upon defendants that they would contest the validity of said sale.

The bill prays, among other things, that the sale made to Ludeling and his associates may be declared fraudulent and void, and be set aside; that the mortgage executed to Ray be established as a valid lien upon all the property embraced therein, and the rights of *bona-fide* bondholders set up and maintained, and that said property be sold for the benefit of the bondholders and stockholders.

Afterwards said James U. Horne filed a petition in the cause, in which he avers that he is a citizen of Georgia; that he is the owner of twenty-three (23) bonds of said railroad company; that he became interested in the said purchase under the said agreement with Ludeling and his associates, and consents that the court may dispose of the case without reference to him, and agrees to abide by and perform whatever the court may decree in the premises.

On December 15th, 186 , the complainants filed their supplemental bill, in which they aver that in September, 1868, that Ludeling, Baker, Gordon, Ray, Stubbs, Waddell, and Pinckard had procured the passage by the Legislature of Louisiana of an act reciting that said persons had become vested with all the franchises and property of said railroad company described in said mortgage, by virtue of the sale aforesaid, and making them a corporate body under the name of The North Louisiana and Texas Railroad Company, and were by that name authorized to exercise over the property aforesaid all the privileges and franchises of the said original railroad corporation. The supplemental bill prays process against said new corporation and against E. E. Norton, assignee of Wesley J. Q. Baker, who had been adjudicated a bankrupt.

A decree *pro confesso* has been taken against the Vicksburg, Shreveport and Texas Railroad Company.

The other defendants, including Baker and excepting Norton, assignee, and The North Louisiana and Texas Railroad Company, on the 2d of March, 1868, filed their joint and several answers.

The complainants have filed the general replication.

From the statement given of the contents of the bill, it will appear that its purpose is to set aside the sale of the Vicksburg, Shreveport and Texas Railroad as fraudulent and therefore void.

It seems to be conceded that the proceedings which resulted in the sale and the sale itself were regular on their face. No objection is made to their form or apparent legality. But fraud and illegality not apparent in the record, is set up to avoid said sale. The grounds of fraud alleged are substantially these:

1. That the proceedings and sale were sudden, hasty, and clandestine, and no notice was given to the complainants to enable them to protect their rights.

2. That the appraisement was fraudulently made at a price far below the real value of the property sold.

3. That the sheriff who made the sale acted corruptly, and that Ludeling and Stubbs, two of the purchasers, gave counsel and advice to the sheriff for the fraudulent purpose of securing the property at an inadequate price.

4. That Ludeling was the attorney of the company and also of William R. Gordon, the creditor upon whose application the road was sold, in either of which characters he was incapacitated from becoming a purchaser.

5. That a sale of the road having been made to Branner & Co. by the sheriff at public auction, said sale was defeated by an improper and unwarranted use made of bonds and coupons belonging to certain of the complainants, which were in the hands of Ludeling. In other words, that Ludeling used the bonds and coupons of complainants to defeat a sale for five hundred and fifty thousand dollars ($550,000), and afterwards, and on the same day, became one of the purchasers of the same property at fifty thousand dollars ($50,000).

6. That Ludeling and his associates entered into a contract with Horne, professing to act for himself and his friends, the purpose and effect of which was to suppress bidding at the sale.

7. That three (3) at least of the directors of the company were purchasers at the sale, and other directors became interested in the purchase immediately after the sale. That the president and directors of a corporation are trustees for the stockholders and creditors, and cannot derive any personal benefit from their unjust acts.

Of these matters in their order.

In considering the allegation that the sale was sudden, hasty, and clandestine, and no notice was given to the complainants to enable them to protect their rights, it must be borne in mind that the railroad company was a corporation created by the laws of Louisiana; that its property is situate in the State of Louisiana; that the mortgage executed and recorded by said company was so executed and recorded according to the laws of Louisiana, and that any proceedings to enforce the said mortgage must of necessity be conducted according to the law and jurisprudence of this State, and no other. The holders of bonds secured by this mortgage are charged with notice of the local law, and of the mode of proceeding established thereby for the enforcement of the mortgage. They must be held to have had notice of the provision of the code authorizing executory process and summary seizure and sale as soon as the condition of the mortgage was broken, and the right of each holder of bonds to proceed in his own name, and bring the entire property covered by the mortgage to sale, in order to coerce payment of the bonds held by him, whether many or few. An examination of the legal proceedings which resulted in a sale of the road, shows that the law of the State was strictly followed. Gordon, a party not a director, or in any way connected with the road, institutes proceedings to enforce the mortgage, for the payment of the interest on four bonds held by him. The notice required by the law is given; all the prescribed steps by the law are taken, and the resulting sale is in all respects legal, so far as the face of the proceedings show. These proceedings and sale have been scrutinized in a monition suit brought for that express purpose, and have been declared by the Supreme Court of the State to be regular and according to law. So that if the proceedings were sudden, hasty, and clandestine, and the complainants received no notice, it is the fault of the law. Gordon was only required to take the steps the law prescribed, and this he has done. Having done this, unless it can be shown that he, or some one or more of the purchasers, actively concealed the proceedings from the complainants and others interested, the summary character of the proceedings, and the want of a more general and wider notice, cannot be alleged as good ground for setting aside the sale.

No attempt is made to show any active interference or contrivance on the part of any of the defendants to prevent notice reaching the complainants.

If Gordon did all the law required of him, we cannot expect more.

It is next alleged as a ground for avoiding the sale, that the appraisement was fraudulently made and procured to be made at a sum greatly below the real value of the property. I have looked into this record in vain to find any evidence of an attempt on the part of any person whatever to influence the appraisers corruptly or otherwise. The appraisement made by them was a hasty one, but this does not prove it to be either fraudulent or erroneous. The appraisers may, long before they were called to discharge this duty, have been thoroughly informed of the condition and value of the property submitted to their judgment. Mr. Duvall, one of the appraisers, had been several years employed on the road.

There is great conflict in the testimony in reference to the value of the property appraised. The appraisers placed it at seventy-five thousand dollars ($75,000). The bill represents the property to be worth one million two hundred and fifty thousand dollars ($1,250,000) to two millions dollars ($2,000,000). The complainant Wadley estimates it at one million five hundred thousand dollars ($1,500,000), and Grant and Swan at one million dollars ($1,000,000), and Young at two millions one hundred and fifty thousand dollars ($2,150,000). On the other hand, forty-three (43) witnesses have been examined by the defendants to this point, not one of whom places the value of the property at more than seventy-five thousand dollars ($75,000); several say it is worth nothing, and the others range in their estimates from five thousand to seventy-five thousand dollars; the majority, however, placing the value at about fifty thousand dollars ($50,000). On this testimony, we do not feel authorized to say that the appraisement itself establishes fraud on the part of the appraisers. The appraisers may have been mistaken, but there is no proof to show corruption in them or fraudulent practice on the part of others, by which this appraisement was influenced; nor does the weight of proof show that the appraisement was fixed at a grossly inadequate sum.

It is further alleged that the sheriff who made the sale

acted corruptly, and that Ludeling and Stubbs, who became purchasers, gave counsel and advice to the sheriff for the fraudulent purpose of securing the property at an inadequate price.

I can find no proof in the evidence of any corrupt conduct on the part of the sheriff, nor of any corrupt advice given him by either Ludeling or Stubbs. The fact that Ludeling, who was the attorney for Gordon, the creditor, assisted the sheriff in making his returns, is not a suspicious circumstance even, but is shown to be an ordinary and innocent transaction, and a service commonly rendered by attorneys to sheriffs in sales of real estate where the clients of the attorneys are interested.

In all that Ludeling did in reference to the returns of the sheriff, he was but performing the ordinary and customary duty of an attorney to his client.

The next ground urged by complainants for avoiding the sale is the alleged fact that Ludeling was attorney of the railroad company, and also of William R. Gordon, the creditor upon whose application the road was sold, in either of which characters he was incapacitated from becoming a purchaser.

The proof does not sustain the allegation that Ludeling was the attorney of the railroad company at the time of the transactions complained of in the bill. On the contrary, the evidence shows he was not the attorney of the road at any time. So that this objection to the validity of the sale must stand alone upon the fact that Ludeling, one of the purchasers, was the attorney for Gordon, the creditor. This fact, standing alone, did not of itself incapacitate him from becoming a purchaser. The rule is, that a purchase by any attorney who controls an execution against a defendant is the subject of scrutiny, and when any unfair or fraudulent practices are shown the sale will be set aside. This is the result and extent of the authorities cited by the complainants. Under the jurisprudence of this State the attorneys have no control over sales made upon execution. The code regulates all the proceedings after the order of sale. The duty of the sheriff is specifically prescribed, and next to nothing left to the control or direction of the attorney. So that this objection resolves itself into one of fraud and unfair dealing. If the attorney becomes a purchaser, and he is shown to have compassed his purchase by fraudulent

practices, the sale would be set aside. So it would whoever might become the purchaser. An attorney for a judgment creditor having generally greater facilities for fraud than others, his conduct will be scrutinized. There is no positive disqualification which prevents him from becoming a purchaser.

I have examined the evidence in the case, to see whether Ludeling in any way took advantage of his position as Gordon's attorney to secure any benefit to himself, and I cannot see that he has accomplished any result which he might not have done with equal facility had he not been Gordon's attorney. He seems to have derived no advantage from his relation to Gordon. It is true, that on the adjudication to Branner & Co., he demanded of the sheriff the money for the past due coupons on Gordon's bonds. If any other person had been Gordon's attorney the same demand would have been made, for the purpose of the proceeding was to coerce payment of these very bonds and coupons. The sale was made to pay these coupons, and it was the duty of the sheriff, without the instigation of plaintiffs' attorney, to demand of the purchasers, as a part of the purchase price, the money to pay these coupons.

In all his actings and doings as Gordon's attorney in these proceedings Ludeling appears to have done his duty to his client, and no more, and did not conduct the business either to the damage of his client or in such a manner as to injure, without warrant of law, the complainants. Whether in his other relations individually, or as agent for others, his conduct will bear the scrutiny of investigation, will be considered hereafter.

It is next objected that Ludeling and his associates, on one hand, and Horne, professing to act for himself and his friends, on the other, entered into a combination, the purpose and effect of which was to suppress bidding at the sale.

The evidence shows that on the 10th of January, 1866, Ludeling, Gordon, W. J. Q. Baker, Stubbs, Waddell, and John Ray entered into a contract, in writing, with each other, for the purpose of purchasing the Vicksburg, Shreveport and Texas Railroad at the judicial sale which was to take place under proceedings then commenced, each one agreeing to advance not less than ten thousand dollars ($10,000) two days before the sale; and, in fact, contrib-

uting in the aggregate one hundred and thirty thousand dollars ($130,000). Under this agreement Ludeling was to bid for the road, and take the title in the names of the parties to the agreement. Afterwards, to wit, on the 2d day of February, 1866, the day before the sale, the parties to the foregoing agreement entered into a written contract with J. U. Horne, acting for himself and his friends, "whose bonds he holds and controls," by which the parties agree to unite their funds "to buy the property of the Vicksburg, Shreveport and Texas Railroad Company, advertised for sale to-morrow, in partnership." It is this contract which it is alleged had the purpose and effect of suppressing bidding.

The effect of the first contract, it seems clear, was to promote, and not suppress, competition. Without such a contract it is presumable that none of the parties would have had the means to make large bids, and would not have attempted to purchase. So the making of the contract had the effect of bringing in an additional competitor at the sale, who, without the contract, would not have competed. When sales of large and valuable property like railroads are to be made, the effect of combinations to purchase is to promote competition. It is only by the union of the means of many persons that any bidding at all can be expected. Without such a combination no sale could be made. It has therefore been held that at such sales an arrangement of several persons to unite in bidding does not suppress bidding—is not fraudulent or against public policy. If the first contract between Ludeling, Gordon, and others was not a fraudulent combination, how does the admission of other parties, Horne and his friends, to the same arrangement, make what was fair and honest fraudulent and dishonest? The actual effect was, by an increase of the means of the associates, to enable them to make a larger bid. The testimony shows that such was the effect of the arrangement. Ludeling and his associates in the first contract had decided to bid only one hundred thousand dollars ($100,000). After the admission of Horne to the association, at his instance, Ludeling and his associates ran up the bids to five hundred and twenty-five thousand dollars ($525,000).

Again, it is urged against the sale that the property of the railroad company having been adjudicated to Branner

& Co. by the sheriff at the public sale, said sale was defeated by an improper and unwarranted use made of the bonds and coupons belonging to certain of the complainants, which were in the hands of Ludeling and others. In other words, that Ludeling and his associates used the bonds and coupons of complainants to defeat a sale for five hundred and fifty thousand dollars ($550,000), and afterwards, and on the same day, became the purchasers of the same property at fifty thousand dollars ($50,000).

The testimony shows that the order of sale directed to the sheriff for the sale of the property of the railroad required him to sell "for cash to pay the interest coupons now due, and on terms of credit to meet the falling due or maturity of the interest coupons and bonds which are to mature, and to pay the sum of seven dollars, clerk's fees, as well as your own costs."

The property was offered on these terms by the sheriff, on the 3d of February, 1866; Ludeling and those associated with him in the contract of January 10 had determined not to bid more than one hundred thousand dollars ($100,000) for the property. The biddings, however, exceeded that sum, and at the instance of Horne, and for the benefit of those he represented, Ludeling continued bidding until his last bid was five hundred and twenty-five thousand dollars ($525,000). The next and last was the bid of Branner & Co. It was five hundred and fifty thousand dollars ($550,000), and the property was adjudicated to them for that sum. Here, it will be observed, was apparently an end to the contract of January 10, between Ludeling and others, and of the contract of February 2, between Ludeling and others and Horne and those he represented. These contracts contemplated a purchase of the road, and if the purchase was made, settled the respective shares of the purchasers in the property. But when the adjudication was made to Branner & Co., this arrangement, if Branner & Co. complied with their bid, was necessarily at an end. There is no tittle of evidence in the record to show that Ludeling and his associates suspected that Branner & Co. were not ready to pay the money according to the terms of sale. Having failed to purchase the road, nothing was left for them to do but to receive from the sheriff the money due on the coupons held by them, which, according to the terms of sale, the purchasers were to pay in cash. Ludeling, as

attorney for Gordon, held four bonds; Gordon had also placed in his hands for collection thirty-six (36) bonds which belonged to complainant Wadley. Gordon told Ludeling that Wadley had placed these bonds in his, Gordon's, hands, to be disposed of in the same way in which he disposed of his own bonds. On the day of sale, Horne requested Ludeling to receive the money due on Wadley's bonds. There is no proof in the record to show that Ludeling did not honestly suppose that he was authorized to collect the past due coupons on Wadley's bonds. H. M. Bry also handed Ludeling, after the adjudication, one bond, his own property, to receive the amount due on it. Ludeling therefore had for presentation to the sheriff forty-one (41) bonds: four belonging to Gordon, thirty-six to Wadley, and one to Bry. None of these bonds belonging to Wadley came at that time into Ludeling's hands by virtue of the contract of February 2 with Horne. They were only to pass under his control in case Ludeling and his associates purchased the road. Horne held twenty-three (23) bonds, his own property. He also held ninety (90) bonds, the property of the firm of Fannin, Grant & Co. These latter bonds were placed in his hands, as he himself testifies, for the purpose of foreclosing the mortgage on the railroad, and forcing it to sale for the benefit of all the bondholders equally. The owners of said bonds gave him a power of attorney, making him "their true and lawful agent, to proceed to have the Vicksburg, Shreveport and Texas Railroad, together with all of its lands, appurtenances and franchises, sold under the first mortgage now on said road, in accordance with the requirements of the law governing in such cases, and that said agent purchase at said mortgage sale the said railroad, with all of its lands, appurtenances and franchises, for the use and benefit of the undersigned parties in interest, who have agreed to and signed this agreement, and that the property, franchises, rights, etc., acquired by said purchase shall accrue to the said parties in interest, and be apportioned according to the foregoing plan mentioned in this agreement." By virtue of this authority, Horne, on his arrival at Monroe, La., finding proceedings already commenced to foreclose the mortgage, entered into the contract of February 2, with Ludeling and his friends. The friends whom Horne represented, he testifies, were the parties who signed his authority, and "all

other bondholders who might feel inclined to unite with us under the plan or agreement with which I was entrusted to proceed to Monroe."

When the adjudication was made to Branner & Co., all these plans and agreements of Ludeling and his friends, and Horne and his friends, were at an end. In the utmost good faith, so far as the record discloses, Ludeling, Horne, and Stubbs presented the bonds held by them respectively, for the payment of the overdue coupons out of the cash payment for which the road had been sold. As stated, there is no evidence to show that they supposed that Branner & Co. were not ready to make good their bid. But Branner & Co. failed to pay the cash installment of the purchase price. They set up the baseless pretense that they were only required to advance money enough to pay the overdue coupons that had been protested. The sheriff decided that they must deposit cash down enough to pay all the overdue coupons, whether protested or not. In this he was right, the Supreme Court of Louisiana having so decided. Branner & Co., in satisfaction of their bid, tendered the sum of thirty-three hundred and sixty dollars ($3,360) on the cash payment, instead of forty thousand five hundred and thirty-one dollars ($40,531), the amount they should have tendered. Now, what was it that defeated the sale to Branner & Co.? Clearly, not the demand for the money due on the coupons to pay which the sale had been made, but the failure of Branner & Co. to comply with their bid. Whether their bids were made in good faith, it is not necessary to inquire. Certain it is, they failed to comply with the terms of sale; and to this fact, and to this alone, must be attributed the failure of a sale to them.

I cannot find, from the evidence, that J. T. Ludeling, Stubbs, and Horne presented their coupons to the sheriff for the purpose of breaking down the sale to Branner & Co., nor that the demand of payment caused the failure of the sale. It is to be presumed that the sheriff would have done his duty, which required of him to demand of the purchasers even forty thousand dollars ($40,000), instead of thirty-three hundred and sixty dollars ($3,360), on the cash payment, and it was this demand made by the sheriff, according to his duty and the terms of the sale, that exposed the inability of Branner & Co. to comply with their bid, and defeated the sale. Without the intervention of

Ludeling and others, the same result would have occurred.

Ludeling made no use of the bonds of Wadley in his hands which he did not suppose himself to be authorized to make, and which, I think, according to the weight of the testimony, he was authorized to make. The case of Stubbs is the same. Horne acted for his principals under his own discretion; what other things his principals would have done had they been present, it is difficult to conceive. Having failed to purchase the road, they would most naturally want the interest due on their bonds.

Lastly, the complainants allege that two at least of the directors of the company were purchasers of the road at the second adjudication, and other directors became interested immediately after the sale; that the president and directors of a corporation are trustees for the stockholders and creditors, and cannot derive any personal benefit from their unjust act. The inference which the court is invoked to draw is, that the directors of a corporation are disqualified from becoming purchasers at a sale of the property of the corporation. If the directors are guilty of fraud by which they become purchasers, the sale would be set aside, and in case of fraud it would be set aside if the purchasers were not directors. So that the question resolves itself into this: Can a director under any circumstances purchase? I do not understand the rule to be so broad as would seem to be claimed. There is no rule of law or of public policy that forbids a director from becoming a purchaser, if his conduct is fair and untainted with fraud.

A director of a corporate body has an individual as well as official capacity. As an individual, he may sue the corporation of which he is a director, or be sued by it. He may bring the property of the corporation to a forced judicial sale, and, like all other judgment creditors, he may become a bidder at such sale. But when, in his capacity as a director and using the power which his position as such gives him, he conducts the affairs of the company to his own gain and to the injury of the stockholders, his acts will be declared fraudulent, and he will be made to yield up the fruits of his dishonesty.

The testimony does not show any fraud on the part of the directors of this company in their official capacity. Nor does it show any neglect of a duty which, being per-

formed, could have saved the property of the road from sale. Gordon, a creditor of the road, aided by Ludeling, his attorney, both of them discontented with the corporation, were using the means the law provided to bring the property of this insolvent incorporation to sale to pay its debts. The directors were powerless to prevent the result which followed.

The record shows that on the 2d day of October, 1865, the stockholders of the railroad company held a meeting, at which they resolved that it was impracticable to raise money sufficient to put the road in repair and to pay the matured interest coupons and matured floating debt. They further resolved, "that, in our opinion, it is the true interest of the State that if a company can be organized with a capital to insure the speedy completion of the entire road, that it would be best that the railroad and its franchises and property be sold to such company on the best terms that can be obtained; and further, that we direct the directors to use their best efforts to promote the organization of such company, and take all necessary steps to carry out the objects of the foregoing resolution."

The directors, at a meeting held on the 11th of October, 1865, resolved, "that in pursuance of the requirements of the resolutions of the stockholders' meeting, the president of the company be appointed to make arrangements with any company who, in his judgment, might be able to repair and complete the road and pay its debts; and if such an arrangement can be made, to report the same to the directors, that such steps might be taken as might vest the road, its franchises, and property in such company."

The negotiations of the president for the end contemplated by this resolution failed. Gordon commenced his suit. It became evident that the property would be brought to sale. The directors of the company have answered under oath. They deny that the proceedings in Gordon's suit, or afterwards, were fraudulent, or were the result of any conspiracy between the defendants, or any of them. They deny that Gordon's suit was instigated by them, or instituted to carry into effect any fraudulent design of any confederates to have the property sold without notice to the bondholders, or that the respondents, or any of them, designed or desired to deprive them of their security and

rights. They aver that they had no connection with Gordon in his proceedings against the railroad company, or interest in the same, except Ludeling, whose connection with the matter was solely as the attorney of said Gordon. The deny generally and specifically any fraud, fraudulent practice, or conspiracy or confederacy to injure the rights of complainants, or any of them.

As a creditor, Gordon, upon his own motion, took steps for the collection of his debt. The sale of the road, if one took place, was to be a public one, open to all the world. The creditors, the stockholders, the bondholders, and the directors of the road were all qualified to become bidders and purchasers, severally or any one, two or more of them. Ludeling, Gordon, and the two directors, and others associated with them, had as good a right to bid and buy for their purposes as Horne, Wadley, Fannin, Grant, and others for theirs. The sale was by law to be an open, unconditional sale. If two or more directors associated with others chose to embark their private means in the purchase of the road, there was no rule of law to forbid their doing so, and no rule of law that required them to purchase for the benefit of other persons beside themselves. All the law required was that there should be no fraud. All other persons, interested or disinterested, had the same privilege of bidding and purchasing as the parties to whom the road was finally struck off. In the conduct of the proceedings and sale, the law was followed. No fraud was practiced that I can find disclosed by the record. The purchasers have therefore the right to the property bought by them, and no others have the right to demand to share it with them without their consent.

This case has been argued orally and by brief, on both sides, with rare ability. After a deliberate consideration of the pleadings and proofs and arguments of counsel, I can come to no other conclusion than that the sale of the Vicksburg, Shreveport and Texas Railroad, made on February 3, 1866, to John T. Ludeling and others, must stand, and that this bill must be dismissed with costs.

I am gratified to know that if, in the conclusion I have reached, I have fallen into error, there is a court of appeals to which easy resort may be had, where my error can be corrected.

United States of America,
Circuit Court of the United States,
Fifth Circuit and District of Louisiana.

CLERK'S OFFICE.—I, Francis A. Woolfley, Clerk of the Circuit Court of the United States for the fifth circuit and district of Louisiana, do hereby certify that the foregoing thirty-eight pages contain and form a full, complete, true, and perfect transcript of the opinion of Woods, J., in the case of Henry R. Jackson *et als. v.* The Vicksburg, Shreveport and Texas Railroad Company *et als.*, No. 5033 of the docket of said court.

Witness my hand and the seal of said court, at the city of New Orleans, this seventh day of May, A. D. 1872.

[SEAL.] F. A. WOOLFLEY, *Clerk.*

Exhibit "A."

MONROE, LA., *Feb'uary 2d*, 1866.

Be it remembered that, on this day, the second of February, the undersigned covenanted and agreed as follows:

For the purpose of buying the property and railroad of the Vicksburg, Shreveport and Texas Company advertised to be sold by the sheriff on to-morrow in the town of Monroe: Now, therefore, we, W'm R. Gordon, John T. Ludeling, W. J. Q. Baker, F. P. Stubbs, George C. Wadill, and John Ray of the one part, and J. U. Horne of the second part, for himself and friends, whose bonds he holds and controls, agree to club our funds to buy the property of the Vicksburg, Shreveport and Texas Railroad Company advertised for sale on to-morrow, in partnership. That is, the said parties of the first part agree to furnish money to buy the property aforesaid, and the party of the second part agrees to turn over to the party of the first part five hundred bonds with their interest coupons, to be controlled and used by the party of the first part in paying for the property pro tanto, and if the property be bought by the said parties, the party of the first part are to own two-thirds of the railroad, and all other property belonging to the Vicksburg, Shreveport and Texas Railroad Company, and the party of the second part are to own one-third of said railroad property aforesaid.

It is further agreed, that if the railroad and property aforesaid be bought for less than the amount of cash belonging to the party of the first part, they will loan the surplus, after paying all costs and expenses, to the company now reorganized for the purpose of buying and building said railroad at eight per centum per annum interests, or buy stock or bonds at par therewith.

It is further agreed and understood, that should the friends of J. U. Horne, whose bonds he controls, not ratify his acts in the premises, the party of the first part will pay them their pro-rata shares of the price at which the aforesaid property may have been purchased.

It is further agreed and understood, that should the sale be stopped by injunction and postponed, this agreement is to be null and void; and further, that should the sale be declared invalid, null, and void by a court of the last resort, then the bonds with the interest coupons of the party of the second part are to be returned to them; in other words, in the event mentioned, this agreement is to be null, each party taking back what he put into the concern.

Signed in duplicate, date above written.

JOHN T. LUDELING,
For himself and friends.
J. U. HORNE,
For himself and friends.

MONROE, *January 10th*, 1866.

The undersigned covenant and agree as follows:

Whereas proceedings have been instituted to sell the Vicksburg, Shreveport and Texas Railroad, with the property thereto attached and appertaining:

Now, therefore, in order to purchase said railroad and property, each of the undersigned agrees to deposit into the hands of John T. Ludeling at least ten thousand dollars two days before the day of sale, or he will forfeit all right to the benefit of this agreement. Each one of the undersigned shall have the right to deposit as large an amount as he pleases two days before the day of sale; and if the railroad and property aforesaid should sell for less than the amount subscribed and deposited, the surplus is to belong to the company, to be used for the purpose of forwarding the interests of the company relatively to the

railroad and property bought; and the undersigned are to be interested in the stock, shares, and property of the company, in the proportion of the amount of money put in by each one, regardless of what the property may have cost. It is further agreed that said Ludeling shall bid for the railroad and property, and should he buy the same, he is to take the title thereto in the names of the undersigned, and of such others as may be necessary to preserve the existence and continuance of the Vicksburg, Shreveport and Texas Railroad Company, with its rights, privileges, and franchises; and for that purpose an election for directors and officers of the company shall be held according to law and the charter, as soon as practicable after the sale. It is further agreed that no one shall sell out his share or interest in said railroad property within six months after the date of the purchase of the said railroad property without the consent of a majority of the other joint owners or co-partners. And after that period the company shall have the refusal of the shares of any one who may wish to sell.

Thirty thousand dollars.....	Jno. T. Ludeling.
Thirty thousand dollars.....	W. R. Gordon.
Ten thousand dollars	W. J. Q. Baker.
Twenty-five thousand dollars	Frank S. Stubbs.
Thirty thousand dollars.....	G. C. Waddell,
	By Jno. T. Ludeling.
Ten thousand dollars.....	John Ray,
	By Rob. Ray, *Agent.*

Supreme Court of the United States

Nos. 525 and 526. October Term, 1878.

HENRY R. JACKSON et als., Complainants and Appellants,

vs.

THE VICKSBURG, SHREVEPORT, and TEXAS RAILROAD COMPANY et als., Respondents.

THE VICKSBURG, SHREVEPORT, and TEXAS RAILROAD COMPANY et als., Defendants and Appellants,

vs.

HENRY R. JACKSON et als., Respondents.

THESE APPEALS ARE FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA, IN EQUITY.

BRIEF FOR LUDELING AND OTHERS.

J. S. BLACK,
Of Counsel.

Thomas McGill & Co., Law Printers, Washington, D. C.

ger of opposing an opinion expressed by this court, though it do not amount to a judgment which estops us. If you have heretofore made up your minds on a question of law, and put your decision of it on record, whether in this case or any other, your right is undeniable to say that you will not listen again to an argument which attempts to controvert it.

But this discretionary power to save your time and your dignity from the perpetual "contradiction of sinners," will scarcely be exercised so as to silence counsel who respectfully offer to show that in the hurry of business an oversight of law or fact was committed, which, if not corrected, must be very injurious and wrongful to one of the parties.

It would be unbecoming and offensive in me or my clients or associates to declare our confidence in your wisdom and integrity; for that might imply the belief that your character needs our indorsement. But under the circumstances here existing, it is perfectly proper to put ourselves right before you, by saying, that the error of which we complain is not one that ought to detract a single iota from your lofty standing. I am as sure as I am of my own life that you meant nothing, and *could* mean nothing, but pure justice to these parties. The whole tenor of the opinion shows that the judge who wrote it was animated solely by that love of right and that scorn of wrong which are the best attributes of the highest judicial character. I hope to convince you that this righteous indignation was kindled by a misapprehension; but it was a misapprehension so natural and so common that the court will not be blamed for it by anybody who does not think you are bound to be absolutely infallible.

Now to the law and the testimony. Did these defendants get a valid title by a purchase according to law? Or were they guilty of any deceit or fraud which justly exposes them to the charge of being thieves and swindlers?

The entire legality of the proceedings under and by vir-

tue of which they get their title is patent on the face of the record. The foreclosure, the order of sale, the seizure, the notice of time and place to sell, the sale itself, all were in perfect conformity to the prescribed law of the State. The legal regularity of these proceedings never *was* a debatable question. Certainly it is not open now. The purchasers sued out a *monition*, and the sale was duly *homologated*. After that it was too late to pick flaws in the proceedings, or to allege irregularity. The plaintiffs had their day in court, and the decree of homologation estops them and all the world to deny the legality of the sale, or the proceedings which led to it.

On our side, we are all clear that the homologation is a conclusive validation of the title, and makes it impregnable to all assaults, whether for fraud or irregularity. Perhaps we might demonstrate from the words of the Code, from the reason of the thing, and from the later cases in the State courts, that the *obiter dicta* of Judge Eustis cited and relied on here were erroneous. But I, for my part, think it better, as well as easier, to show that the defendants' conduct was perfectly honest. They need not plead the record of homologation as an estoppel. An artificial presumption of law which precludes inquiry, would not give them the vindication they want. Throw the door open, therefore, as wide as malice itself can desire.

William R. Gordon, one of the defendants, being a bondholder, petitioned the proper court for a foreclosure of the mortgage, and got it, with an order of sale. This was all legal and right in itself. But the complainants allege that it was wrong because the *object* of the proceeding was, by "a sudden, hasty, and clandestine sale," to get the mortgaged property at an inconsiderable price. Does the validity of a judgment or the force of an execution depend on the "*object*" of it? If a man to whom a just debt is honestly due takes the remedy which the law puts into his hands to recover it, can you make the act illegal or void

by imputing *motives* that are mercenary or malicious? No; certainly not. Human justice deals only with the *doings* of men. It can take no cognizance of the unacted thoughts, imaginations, and designs; but leaves them, if they are sinful, to be punished by the Searcher of hearts.

But the charge of evil intent against Gordon and the other defendants is untrue. It is contradicted in every way that can disprove any mere psychological fact. It is absurd on its very face. Could Gordon intend to be *sudden* and *hasty* with the sale, and yet wait a full month before he would make it? How could the sale be *clandestine*, if made at public auction, in the presence of an assembled crowd after an advertisement of thirty days, the full length of time required by the statute?

These scandalous imputations of dishonest motives for the exercise of legal rights pervade the whole bill. Such things have no proper place in equity pleading; they amount merely to vituperation and personal abuse.

But it is said that the notice, though legal in length of time as well as in manner and form, was inadequte; it did not reach the plaintiffs, who lived in Georgia; and the defendants were dishonest because the sale was not later. Judge Woods answers this accusation by saying that it was the fault of the law.

If strict complaince with the law does not make the title good, what work of supererogation is required? If you cannot sell after thirty days, how long must the notice be? If the statute does not govern, how far must we depart from it, and what shall be the rule? If a purchaser must be called a swindler because he bought at a sale fixed and notified according to law, how long is he to wait before he can relieve himself from that imputation?

These plaintiffs seem to think they were entitled to *special* notice of the sale. The notice is for bidders, not bondholders. It is the law and a part of the bondholder's contract that they themselves or any bondholder may foreclose and

sell, after advertising thirty days in a newspaper at the domicil of the corporation. The objection now made, that they had not adequate notice, is false in law and false in fact. In truth, their agent, empowered by them in writing to buy the property for them, was on the ground many days before the sale, and knew all that could be known about the whole proceeding as well as the defendants themselves knew it.

Gordon, Ludeling, and others desired to undertake the enterprise of building the railroad by means of a new company, and to that end they subscribed and paid into a common fund $135,000, with which they agreed that they would buy the franchises and other property of the company, and apply what was not needed for that purpose to the common funds of the new company. This agreement was in writing. The funds were paid into the hands of Ludeling, and he was authorized to bid for the association, but limited to $100,000. Was not all this honest, proper, and lawful? If not, why not?

To buy this property at a fair price was a thing beyond the means of any one man. To say that several should not unite their capital was to forbid a sale for its true value. It was the manifest interest of the bondholders that such an association should be formed.

Some of these men had been managers and stockholders of the company. It is conceded that this did not disqualify them to become purchasers. But it is alleged that they could not join Gordon with them, he being a bondholder, and the petitioner who had obtained the foreclosure. Are we to be told at this time of day that a bondholder cannot bid at the sale of a mortgaged railroad? Must he stand by and see the only security of his debt sold for nothing, or for a price below what he is willing to give for it himself? Does it make any difference that the sale is taking place under process which he has sued out? Certainly this will never be ruled.

It is said that Gordon desired to get the property at the lowest price possible. No doubt he and his associates wished to buy as low as they could consistently with fair dealing and a proper regard for the rights of others. That is the very essence of the right to buy. Did you ever hear of a bidder at sheriff's sale whose object it was to buy at the *highest* possible price? Did any private purchaser ever haggle with the seller for the privilege of *enlarging* the consideration?

I admit that if Gordon corrupted the sheriff or deceived bidders, or practiced any kind of fraud to get the property below its value, the others, by joining hands with him, shared in his guilt; and the title made to them jointly was void. But the charge of actual fraud against him or them is made not only without evidence, but in the face of overwhelming proof to the contrary.

We come now to the most serious of all the charges. The plaintiffs, residing in Georgia, laid a *plan* to foreclose the mortgage and buy in the franchises. They combined together, put their agreement in writing, and appointed one of their own number as attorney to carry it out. Gordon's foreclosure, and Ludeling's bid at the sale, are alleged to be fraudulent and void, because thereby the arrangement of the Georgia bondholders was broken and its purpose defeated.

This paper, dated at Griffin, Georgia, December 20, 1865, cuts so important a figure, and its true character has been so strangely overlooked in all previous discussions of the case, that some examination of it should now be had.

It provides that J. U. Horne shall be the true and lawful agent of the signers to buy the property for them, and the title acquired by the purchase "shall accrue to the said parties in interest"; that is to say, the signers of the paper. Supposing there was nothing but this in the scheme, how can you regard it as more meritorious than that of Gordon and his associates? *Here* was a combination composed of

managers and bondholders in Louisiana; *there* was a combination between the president and other bondholders in Georgia. Why should not one compete with the other? With what face, except that of the veriest Pharisee, could Horne say to Ludeling: "Stand aside; I am holier than thou."

But the object of these two combinations was totally different. Examine and see which was the more righteous. Ludeling and his associates meant business—to buy the property at a fair sale, and pay for it, unless the competing bids went beyond their opinion of its value. The sale contemplated by the others was to be a mere sham, at which Horne was instructed to buy the property without paying for it. Neither he nor his principals had anything to pay with.

But the estate acquired by this gratuitous purchase was to be *apportioned* according to a *plan* fixed and agreed on. If the plan had been to apportion the whole property among all the mortgagees, according to the amount of the bonds which they respectively held, it would have been simply changing their interest from that of mortgage creditors to that of joint owners of the mortgage property; and this would have been a change for the worse. But the plan was not to do anything nearly so honest and fair as this. The bondholders were to share the proprietary interest with the "preferred stockholders." It becomes important to know who they were and what relation they bore to the business.

The officers of the old company had issued to Wadley and others a large amount of stock certificates, coupled with a contract that the holders should have 8 per cent. of dividends before the other stockholders should get any dividends at all. Doubtless this bargain was fraudulent and void, and never could have been enforced against the common stockholders who had paid for their shares. But let that pass. No occasion ever arose to contest its valid-

It is said that Gordon desired to get the property at the lowest price possible. No doubt he and his associates wished to buy as low as they could consistently with fair dealing and a proper regard for the rights of others. That is the very essence of the right to buy. Did you ever hear of a bidder at sheriff's sale whose object it was to buy at the *highest* possible price? Did any private purchaser ever haggle with the seller for the privilege of *enlarging* the consideration?

I admit that if Gordon corrupted the sheriff or deceived bidders, or practiced any kind of fraud to get the property below its value, the others, by joining hands with him, shared in his guilt; and the title made to them jointly was void. But the charge of actual fraud against him or them is made not only without evidence, but in the face of overwhelming proof to the contrary.

We come now to the most serious of all the charges. The plaintiffs, residing in Georgia, laid a *plan* to foreclose the mortgage and buy in the franchises. They combined together, put their agreement in writing, and appointed one of their own number as attorney to carry it out. Gordon's foreclosure, and Ludeling's bid at the sale, are alleged to be fraudulent and void, because thereby the arrangement of the Georgia bondholders was broken and its purpose defeated.

This paper, dated at Griffin, Georgia, December 20, 1865, cuts so important a figure, and its true character has been so strangely overlooked in all previous discussions of the case, that some examination of it should now be had.

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ity, for no dividends were ever made, and no pretense of right ever accrued to receive anything upon the stock. They had no claim or demand of any kind whatsoever, in law or equity, upon the company. To call them *creditors* would be a gross violation of the known truth. Yet the plan classes them as creditors; nay, it puts them on the footing of the lien creditors, and divides with them the property to be purchased under a foreclosure of the mortgage.

A new company was to be formed, and the apportionment among the bondholders and the preferred stockholders was to be made *in the form of stock* of this new company. Wadley, Grant, Mitchell, and Swanson, four of the plaintiffs, held 6,975 shares of the preferred stock. This being converted into stock of the new company and added to that taken for their bonds, would give them such a clear majority that all the interests of other parties would be completely at their mercy. They could manage the new company precisely as they pleased, and it was *agreed and covenanted by and between them* that the power should be exercised in a particular way, as follows, to wit:

A mortgage was to be separately made upon the *lands* for an amount not definitely mentioned; *then a new first mortgage* was to be made upon the *whole* road for *three millions of dollars!* What would be the value of the stock in such a company so incumbered? The old company, with exactly the same property resources and means, was utterly swamped, and its stock rendered as worthless as waste-paper, by a mortgage debt of $760,000. It is as manifest as day that this *plan*, if carried into execution, would have cheated the bondholders out of every cent that was due to them.

No doubt these gentlemen expected to make large gains for themselves by this operation. They had "studiously considered the subject"; they had been "aided by able and experienced railroad financiers and capitalists"; and they had learned the tricks of the trade. They had found

out the way fortunes were financiered into the pockets of managers, by appropriating the proceeds of heavy mortgages to themselves.

The bill avers that the property was worth from $1,250,000 to $2,000,000, and several of the plaintiffs, as witnesses, swore it up to a high value,—some more and some less. Perhaps they were candid, if they meant to say, that by the aid of "experienced financiers and capitalists" they could sell the bonds of the three-million mortgage for that amount and put the proceeds to their own use. But if they meant to say that they believed the property, subject to such a mortgage, was worth two millions, or one million, or half a million to the proprietors, then they manifestly perjured themselves; for no man in his senses can believe any such thing.

The atrocious fraud contemplated by the plan was defeated by the bid of Ludeling, and this is complained of as an injury for which a court of equity ought to give them large reparation! Nay, the absurdity of the bill goes further yet. It complains that *all* of the mortgage creditors were wronged by a legal sale under which they got fifty thousand dollars, instead of the nothing which these conspirators intended to give them.

But it is said that Horne, the agent of the Georgia combination, was *tampered* with and *overcome*, and by that means prevented or persuaded not to carry out his instructions. That any attempt was made to corrupt or deceive him, is simply denied. But he was certainly *overcome*. When Ludeling and his associates expressed their determination to bid for the property in good faith, buy it, and pay for it, Horne was completely overcome, and the whole *plan* of the party that he represented fell into ruin. The first step in the stupendous cheat which they contemplated, consisted in getting the property for nothing, and this was necessarily obstructed by a real sale in the presence of actual bidders.

Ludeling and his associates treated Horne generously. They could not afford to stand by and silently let him perpetrate the cheat which his principals contemplated, but they told him that if his friends were willing to be honest they might have a share in an open purchase. But the sale was for cash, and Horne had no cash; neither had his friends. Thereupon Ludeling agreed that he would advance what money was needed and let them have a certain interest for a certain amount of bonds which Horne said they could produce. Horne accepted this, on condition that his friends would ratify it. They did not ratify it. The moral plane it put them on was too high. They not only refused to stand upon it, but descended to the baseness of abusing the men who offered it.

This agreement between Ludeling and Horne, for their friends, is supposed to be fraudulent, because Ludeling *persuaded* Horne to violate his instructions. There was no persuasion about it. The instructions were to perpetrate a gross fraud, and Ludeling *compelled* Horne to abandon it. He withstood him to the face, and told him plainly that he would not suffer it. The intended trick became impossible. Is it evidence of a purpose to remove competition at the sale? Certainly not; for neither Horne nor his principals had the least intention or the smallest ability to become competitors at the sale; and this was well known.

Another hitch took place in the proceeding. A man named Swan, passing to Mexico, was stopped at New Orleans by what was then called "military justice." There he caught the fever of railroad speculation, or had it before, and hearing of this sale at Monroe, he went up, determined to buy. He professed to represent Branner & Co., but was nearly as impecunious as Horne. On the night before the sale he tried to bribe the sheriff by a promise to give him $25,000 if he would not exact payment of the bid at the time of sale, but go down to New Orleans and make a title there. This, of course, was refused; but Swan was reckless enough to

bid up to $550,000; Ludeling, at the request of Horne, bidding against him, to run it up. The sheriff struck down the property to him, and demanded payment of so much as would be coming to the coupons then and there presented. He was not able to pay anything like the sum needed for that purpose, or to give any reasonable assurance that the balance would be forthcoming; and the sheriff, obeying the plain provisions of the law on the subject, set the property up again, when Ludeling, bidding two-thirds of the appraised value, it was adjudicated to him and his associates.

On these facts, is it just to say of the sheriff that he imposed illegal and onerous conditions upon Swan. Remember, the sale was for cash. The sheriff made himself responsible for it, and was obliged to pay the whole amount as fast as the bondholders presented their claims. He could not reasonably be expected to make himself liable for $550,000 without other security than the naked word of this "extravagant and wheeling stranger," whose conduct the night before, and on the day of the sale, proved him to be alike destitute of principle and property.

A suit was brought in the name of Branner & Co. against the sheriff and the purchasers, founded on this transaction. It was decided by the Supreme Court of the State that the sheriff had acted according to his duty. This judgment is not an estoppel upon the plaintiffs, but it is the determination of a question of State law by the State court of last resort, and as such it is binding on the Federal tribunals.

The most important question of fact remains to be considered. Was the price at which Ludeling and his associates got the property unreasonably low? I do not admit that a fair legal purchase, honestly and openly made, can be set aside or declared void merely because it went cheap and the bargain was a good one for the purchaser. But where the difference between the price paid and the actual value of the thing bought is very great, it may reasonably be suspected that some unfairness was practiced. This

court, when the case was here before, believed that the price was enormously disproportioned to the value; your just indignation was aroused, and you became sincerly industrious to find fraud and falsehood in everything done by the purchasers. But the impression you had was a totally wrong one.

You said and you believed that $50,000 was obviously a mere nominal price for this property, because—

"It consisted of a railroad about one hundred and ninety miles in length, with numerous water stations, buildings, warehouses, depots and depot grounds, cars, locomotive engines, wagons, machinery utensils, bills receivable from numerous promissors aggregating more than $40,000, unpaid stock subscriptions exceeding $320,000, and a large land grant of several hundred thousand acres, together with the franchise of the company."

This is the description of a great railroad in the full tide of successful operation, hardly second to any in the Union. In the North such a property would sell for a fabulous price, and, even in the depressed condition of things at the South, it was well worth five or six millions. But in truth and in fact there was *no railroad there at all*. One hundred and sixteen miles of the route had never been touched by the hand of man, and the seventy-four miles on which a track had been laid before the war was thoroughly destroyed and reduced to a mere ruin. The "water stations, buildings, warehouses, depots," had disappeared years before in smoke and ashes. The "engines, wagons, machinery utensils," if not carried away, were but heaps of old iron and rotten wood. The bills spoken of were not "receivable"; for they were prescribed by time, and they did not pass under the sale. The unpaid stock subscriptions were annihilated by the sale. The land grant of several hundred thousand acres was, by its terms, to lapse in June, 1866, unless the road was finished in the meantime, which no human effort could do. In all this gorgeous catalogue of

wealth there was hardly anything of even seeming value which the purchasers could take except the charter; and what was that worth coupled with the duty of making the road? The loss of capital by the present company shows the whole thing to be a *damnosa possessio*.

Where did this magnificent description come from? How did the idea of that long railroad thus thoroughly stocked and equipped get into the case? Whence came the notion that the purchasers acquired a right to be paid for the extinguished stock of the defunct corporation? What caused the curious misconception about the lapsed land grant and the bills receivable? There is no possible source from which this frightful error could have sprung except the statement of the plaintiffs' counsel. From them it was natural, and in a certain sense necessary, to take it without examination; they were known to be incapable of willful misrepresentation; and who could suspect them of making such a prodigious blunder?

The charge of getting the property at an under price is not only demonstrated to be untrue by facts and figures, but the direct testimony of every *credible* witness supports that view.

Wadley swears that it was worth $1,500,000, nearly *twice as much as the whole mortgage debt*. Now, remember this is the Wadley who devised a careful and cunning plan to get this same property without giving a cent for it. His testimony, if true, measures the extent of the swindle he would have committed if the defendants had not defeated his purpose.

Grant is in precisely the same moral attitude as Wadley, except that the cheat he confesses to would have amounted to only a million.

Swan supports Grant in his estimate at $1,000,000. This hardy adventurer might be expected to express, if not to entertain, these extravagant opinions.

Young estimates the value of the *plan* defeated by Lude-

ling at $2,150,000. *Credat judeus appella.* He has so oversworn himself that he falls on t'other side.

All four of these witnesses were railroad speculators,—experts in a certain kind of dishonest financiering, of which we know many examples. What *could* they mean by this kind of swearing? If they intended to say that a prudent purchaser could give a million, a million and a half, or two millions for this property, use it honestly, and make a profit by the bargain, then their unveracity was too loose and lavish to impose on anybody. But that thought was not in their minds. They meant that by cheating the general public and robbing the corporation they (if they had got the management into their hands) could have put these millions in their private pockets. Even in that they were grossly mistaken. The mortgage on the lapsed land grant would have been detected and exposed as a false pretense before they could realize—set it to the market. The bonds of the three-million mortgage "on the whole road" would not have sold for five cents on the dollar, unless by means of some deception which it would have been wholly unsafe for any financier to practice.

Now turn to the direct evidence on the other side. The defendants called *forty-three* witnesses,—not railroad speculators, not experts in corrupt financiering; but honest men who lived along the line of the road, and knew whereof they affirmed—clergymen, planters, doctors, lawyers, mechanics. They did not see "millions in it." They valued the property at its honest worth, and without reference to its capabilities as the means of a "big steal." Not one of them puts it above $75,000; the great majority place it at $50,000; some put it much lower, and some say it was really worth nothing at all. If this be not sufficient to relieve the defendants from the imputation of fraudulently getting this property at an under price, then human evidence is useless in a court of justice. Let no man assaulted by such an accusation hope to protect his property or his

reputation by proof of his innocence, if proof like this must go for nothing.

This charge of purchasing the property at an under price, is the keystone of the plaintiffs' case. Knock that out and the whole structure crumbles. Without that the complaint is a bald absurdity. If the bill had told the truth, unmixed with railing and false accusations, it would have got the prompt dismissal it deserved; for then it would have said simply this: That the defendants, under a regular foreclosure, at a legal sale, bought the property at a full price, whereby a well-concocted plan to cheat the mortgage creditors was set at naught, and the plaintiffs sadly disappointed; wherefore they bring this suit to recover the estimated fruits of a base iniquity which they were not permitted to perpetrate.

Even if you believe that by an unbending rule of law you are forbidden to change the "decretal order" of sale, the facts now brought to your notice should have a large influence on the distribution of the proceeds. It must be perfectly apparent to you that they were possessors in good faith according to the Louisiana Code; that is to say, they believed their title to be just. What was there to make them doubt it?

You cannot fail to see that this is more a question of reputation than of property. We do not ask you to have compassion on the defendants or their families. But we do expect that you will, as far as you can, repel the cruel slanders of their enemies. It is not mercy that we ask, but justice, which in this case will be "twice blessed: in them that give it, and in them that do receive it."

If the case be in such a condition that the sale must go on, then of course we insist upon such allowances for our expenditures as by the law of Louisiana we are entitled to "*under the circumstances.*" I leave the case to be argued by Mr. Carpenter and Judge Ludeling, if they think that any argument is necessary beyond what is in our joint brief.

J. S. BLACK,

Of Counsel for Defendants.

Supreme Court of the United States.

HENRY R. JACKSON, MOSES D. WADLEY, ET AL.,

vs. | No. 525.

VICKSBURG, SHREVEPORT & TEXAS RAILROAD COMPANY, ET AL.;

— AND —

VICKSBURG, SHREVEPORT & TEXAS RAILROAD COMPANY, JOHN T. LUDELING ET AL.,

vs. | No. 526.

HENRY R. JACKSON, MOSES D. WADLEY, ET AL.

Appeals from the Circuit Court of the United States for the District of Louisiana.

MONROE, LA.:

OUACHITA TELEGRAPH JOB PRINT.

1878.

Supreme Court of the United States.

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Appeals from the Circuit Court of the United States for the District of Louisiana.

In order to comprehend fully the merits of this controversy a statement of the facts will be necessary.

In 1852, the Vicksburg, Shreveport & Texas Railroad Company was incorporated by an act of the Legislature. In 1856, the Legislature authorized the corporation to issue bonds and to secure their payment and the interest to accrue on them, by a mortgage on the property of the company. Accordingly, the company executed a mortgage in favor of John Ray, *or bearer*, on the lands, depots, right-of-way, equipments, and everything attached to the railroad of every description, to secure the payment of two millions of dollars.

divided into bonds of one thousand dollars, bearing coupons payable semi-annually. They all bore the same date and were payable at the same time. The payment of the bonds and coupons was secured by the same mortgage; and the bonds were to be issued as the exigencies of the company demanded, in constructing said railroad. Seven hundred and sixty-one bonds were issued by the company.

At the beginning of the rebellion the road was in running order from Vicksburg to Monroe, a distance of about *seventy-four miles*. During the war the construction of the road was suspended. In March, 1862, through trains were stopped, and the eastern end of the road was not afterwards operated; the western end of the road, between Delhi and Monroe, was not operated after August, 1863. The country along the road was occupied, at various times, by both armies, and they seemed to vie with each other in their endeavors to destroy it at each end; so that between the two, the bridges and culverts, depots, warehouses and cross ties were burnt or destroyed; a part of the iron rails were carried off and a part of them were burnt and bent. As to the manner in which this work of destruction was done, I call the attention of the court to the order of Gen. Kirby Smith and the endorsement thereon, following:

No. 1,172. HEADQUARTERS TRANS-MISSISSIPPI,
Shreveport, Nov. 31, 1863.

GENERAL.—I am directed by Lieut. Gen. Smith to say that the *complete and utter destruction* of the railroad leading from Monroe, in the direction of Vicksburg, is of the first importance; and to that end you will forthwith put to work all the negroes that can be obtained, and also such of your force as can be spared, in order that it may be speedily and entirely destroyed. With the railroad from Vicksburg to Monroe in the hands of the enemy, the latter place would become to the country west of the Ouachita what Vicksburg is to that west of the Mississippi. The Lieut.

General feels confident that you will at once see the importance of this move, and that you will lend *all your energies* to its accomplishment.

I am, General, very respectfully,
Your obedient serv't,
[Signed] S. S. ANDERSON,
Ass't Adj't General.

Brig. General P. O. HEBERT,
Commanding, etc., Vienna, La.

This order was promptly executed as appears from the endorsement written upon it:

Nov. 17, 1863. Acting under this order, *I have destroyed the within named railroad.*
[Signed] J. F. HARRISON,
Col. Com'd'g Forces in Front.

A gunboat expedition went up the Ouachita river to Monroe during the war, and destroyed the bridge across the river at Monroe and burnt the depot, office, engine house, engines, box cars, rolling stock and property of all kinds. Besides this destruction by the military, time did its part also.

The railroad bed was washed away in many places by the overflows of the Mississippi river, and, in other places, overgrown with briars, vines, sapplins; and the ties were rotten and unfit for use. The ties were mostly of oak; and Green and Richardson, witnesses and experts selected by the complainants, say the "life" of an oak cross-tie is about three years. They were placed in the road prior to 1861, so that their condition in 1866, is evident, from the effect of *time alone*. The Circuit Judge, in his opinion rendered in 1877, says: "When the defendants took possession of the property it could not be called a railroad. It was a right-of-way on which were the ruins of what had been a railroad." R. p. 326.

There had been no meeting of the board of directors from 1862, till October, 1865. In October, 1865, a meeting of the

stockholders was held, when they declared by resolution that it was impracticable for them to pay the matured coupons on the mortgage bonds and to repair or rebuild the railroad; and they directed the directors to endeavor to find a company which was able and willing to repair and complete the railroad and to sell to them. See the answers of Ray, and resolutions; Old Record, pp. 378, 379, 380; Answers of Baker, pp. 401 and 402.

Thus the inability of the company to pay the coupons past due, was declared and the policy of the company to sell the road was fixed. After some ineffectual efforts to find a company to purchase, Wm. M. Wadley, the president of the company, moved away from Louisiana, in November, 1865—apparently abandoning the railroad. Nothing was heard from Wm. M. Wadley till February, 1866, when John Ray, then at Washington, received a letter from him telling him of the failure of his plan; and that Col. Horne had been appointed the agent of bondholders, representing about three hundred thousands dollars of bonds, "*for the purpose of foreclosing the mortgage and selling the road.* This arrangement was made on the 20th December, and Col. Horne left for Louisiana about 1st January." Old Record, p. 382.

In the meantime, Wm. R. Gordon, who was the holder of several bonds of the company, having demanded payment of the coupons, which were past due, in vain of the company, demanded payment thereof at the Citizens' Bank, where they were made payable, and had them protested for non payment.

He then proceeded to have the mortgage foreclosed, according to law.

This honorable court has said that "all the forms of law were scrupulously observed." 21st Wallace.

Let me call the attention of the court to the provisions of

the Louisiana Code of Practice on this subject of executory process. It is peculiar to our jurisprudence, and is borrowed from the French and Spanish law :

Art. 733. An act is said to import a confession of judgement in matters of privilege and mortgage, when it is passed before a notary public or other officer fulfilling the same functions, in the presence of two witnesses, and the debtor has declared or acknowledged the debt for which he gives the privilege or mortgage.

Art. 734. When the creditor is in possession of such an act, he may proceed against the debtor, or his heirs, by causing the property subject to the privilege or mortgage to be seized and sold, on a simple petition, and without a previous citation of the debtor. * * *

Art. 735. In obtaining this order of seizure, it shall suffice to give three days notice to the debtor. * * *

After this notice the sheriff proceeds to seize the property mortgaged and to advertise it for sale, and to "cause the same appraisements to be made, and observe the same delays and formalities, as are prescribed for the sale of property seized in execution."—C. P., Art. 745.

In strict conformity with the provisions of the law, the whole property included in this mortgage was seized to pay the whole debt. Proper notices were given; proper advertisements were published. The property was advertised for sale on the 3d of February, 1866. The advertisements were published as required by law, and every other form of law was strictly and fully complied with. All this was done in the month of December.

After the property had been seized and advertised for sale, on the 10th of January, 1866, John T. Ludeling, W. R. Gordon, W. J. Q. Baker, Frank P. Stubbs, George C. Waddell and John Ray, entered into the following agreement, in order to enable them to bid at the sale :

MONROE, January 10th, 1866.

The undersigned covenant and agree as follows :

Whereas, proceedings have been instituted to sell the Vicks-

burg, Shreveport and Texas Railroad, with the property thereto attached and appertaining.

Now, therefore, In order to purchase said railroad and property, each of the undersigned agrees to deposit into the hands of John T. Ludeling, at least ten thousand dollars, two days before the day of sale, or he will forfeit all right to the benefit of this agreement. Each one of the undersigned shall have the right to deposit as large an amount as he pleases, two days before the day of sale; and if the railroad and property aforesaid should sell for less than the amount subscribed and deposited, the surplus is to belong to the company, to be used for the purpose of forwarding the interests of the company relatively to the railroad and property bought; and the undersigned are to be interested in the stock, shares and property of the company, in the proportion of the amount of money put in by each one, regardless of what the property may have cost. It is further agreed, that said Ludeling shall bid for the railroad and property, and should he buy the same, he is to take the title thereto in the names of the undersigned, and of such others as may be necessary to preserve the existence and continuance of the Vicksburg, Shreveport and Texas Railroad Company, with its rights, privileges and franchises, and for that purpose an election for directors and officers of the company shall be held, according to law and the charter, as soon as practicable after the sale. It is further agreed, that no one shall sell out his share or interest in said railroad property, within six months after date of the purchase of the said railroad property, without the consent of a majority of the other joint owners or co-partners, and after that period the company shall have the refusal of the shares of any one who may wish to sell.

Thirty thousand dollars, JNO. T. LUDELING.
Thirty thousand dollars, W. R. GORDON.
Ten thousand dollars, W. J. Q. BAKER.
Twenty-five thousand dollars, FRANK P. STUBBS.
Thirty thousand dollars, G. C. WADDELL, by J. T. Ludeling.
Ten thousand dollars, JOHN RAY, by Rob. Ray, agent.

A few days after the date of this agreement, James U. Horne came to Monroe. He was the accredited agent of Fannin, Grant, Wadley and others of the complainants. He is the same person mentioned by Wadley in his letter of Feb. 1866, to John Ray, already alluded to. He came for the

avowed purpose of foreclosing the mortgage on the bonds and coupons which he held, and to buy the property for himself and his principals. He owned 30 bonds himself, and he had some of them protested in New Orleans, in Jan'y, 1866, for non-payment of the coupons past due. He found that proceedings had already been instituted for the same purpose by Gordon. Horne swears in his testimony (see old Record, page 64) that if he could have stopped the sale, he would have done so, and that he had no money to buy the railroad; that he then made the best terms he could with Ludeling and associates, to become interested with *them*, if they purchased: and that he made *the same terms for his principals subject to their ratification*. See the agreement, old Record, p. 73.

He further swears that it was generally known that Branner & Co., who were present in Monroe, intended to bid at the sale. It has been said that this agreement with Horne was made to prevent competition. This is a mistake. Horne had no money, and he had disclosed that fact, and he could not have been a competitor at a cash sale; but by uniting with Ludeling & Co., who had ready cash and giving them the control of the bonds Horne owned and controlled, it enabled them better to compete with other bidders. The power of attorney of Horne directed him "To proceed to have the Vicksburg, Shreveport & Texas Railroad, together with all its land, appurtenances and franchises *sold under the* first *mortgage* now on said road, in accordance with the requirements of the law governing in such cases; *and* that the said agent *purchase* at said mortgrge sale *the said railroad*, with all of its lands, appurtenances and franchises, *for the use and benefit of the undersigned* parties in interest who have agreed to and signed this agreement."

In order to carry out this object, he would have had to go into

the very same court where Gordon had gone; to have obtained, at chambers to, the very same order of sale which Gordon had obtained; to have served upon the company the very same notices which Gordon had served; to have had published the very same advertisements which Gordon had published; and, in fact, to have done precisely, in the same way, and with the same delays, and with the same formalities, and through the same officers of the law, the very same thing which Gordon did. And here I ask the court, with what justice can these parties now complain that Gordon, who possessed the same right of action which they had, exercised that right according to law, a few days before they were quite ready to enforce their rights?

Thus matters stood when the day of sale arrived. The fund of Ludeling & Co., was made and put up, $135,000, in legal tender notes. In the event that they should become the purchasers at the sale, the bonds, coupons and preferred stock belonging to Horne and his friends, were to be turned over to Ludeling and his associates, and Horne and his friends were to become owners of one-third of the property; whilst Ludeling and his friends would be the owners of the other two-thirds.

This is complained of as an inequitable division of the property. But whether we consider that these bonds had been offered to Ray by Wadley, for twenty-five cents on the dollar and declined, and that Wadley had stated to the meeting of stockholders that the bonds were selling in New York at fifteen cents on the dollar; or take the valuation placed on the road by Horne, Wadley and the other complainants, at from $1,500,000 to $2,000,000, and it will be seen that the proposition made to Fannin, Grant and other bondholders was very liberal

The property was appraised by two appraisers, who were sworn by the sheriff. C. P. 671. The appraisers were men of character and known in the community and familiar with the property to be appraised. Jones was a planter, living on the line of the road. Duval was a railroad man, a friend and employe of Wadley, and both had known the property before and during the war, as well as at the time they appraised it. They appraised the property at $75,000. It has been said that this appraisement is too low; but forty-three witnesses were called by defendants on the original trial to testify to the value of the railroad, and none of them placed a higher valuation upon the property. These witnesses were among the most intelligent and respectable inhabitants of the country where the property is situated. Among them were James D. McEnery, a lawyer; James G. Richardson, a surveyor; Robt. Dortch, sheriff; Governor John McEnery; Rev. Thos. B. Lawson, clergyman of the Protestant Episcopal Church; Jonathan Merrett, merchant; John F. Cochran, planter; John Bishop, planter; W. B. Brockett, civil engineer; John W. Scarborough, planter; R. G. Cobb, lawyer; Dr. John Calderwood; James Hart, planter, &c. The only persons who testified to the contrary were three or four of *the complainants*, and none of them except Wadley had seen the property, since the beginning of the war. The *present* valuation of the property, by the experts appointed, at the instance of complainants, is about one million dollars, after defendants had expended, under the supervision of one of the experts, twice that sum in rebuilding and repairing only the eastern portion of said railroad! Record, page 44.

At the sale, on the first offering, the property was adjudicated to Branner & Co., as the highest bidder, but they *refused* to comply with their bid, and the property was re-

offered for sale, and John T. Ludeling and associates became the purchasers as the highest bidders at two-thirds of the appraisement.

Ludeling and associates complied with their bid, by paying to Gordon and Horne, through their attorney, $10,709.53; to Stubbs, attorney for estate of Bonner, $1840.28; the fees of the recorder, clerk of court and sheriff; and they retained the balance of the price to pay the holders of bonds, who might present them for payment, till 24th May, 1866, when they paid to the sheriff $37,973.44, although, under the law, they need not have done so. C. P., 683.

The sheriff put Ludeling and associates in possession of the property.

After the adjudication, and before the *deed* was made by the sheriff, Ludeling and associates deemed it advisable to unite with them as many persons as owners of the property bought, as the charter and by-laws of the company required to constitute a board of directors. To this end a share was given by Ludeling and his associates to each of the following named persons: C. H. Dabbs, C. W. Phillips, R. C. Strother, John A. McGuire and Jos. P. Crosley, and H. M. Bry and Joseph McGuire were permitted to become interested to the extent of their bonds on the same terms as other bondholders, under the agreement with Horne, and the names of these persons were caused to be inserted in the sheriff's deed. These persons did not pay any money, and had nothing to do with the agreement of Ludeling and associates nor with the other agreement with Horne—they had nothing whatever to do with the purchase; but after the sale agreed to permit their names to be inserted in the deed for the purpose of aiding the purchasers to organize the company. See their answers in the old Record, p. 133, *et seq.*

Soon after the sale, suit was instituted against the sheriff and Ludeling and associates, to set aside the sale and to compel the sheriff to make them a title to the property. This suit went through the State courts. It was decided by the District Court in favor of Ludeling and his associates, and on appeal, the judgment of the lower court was affirmed—July, 1866.

The attention of the court is particularly ~~requested~~ directed to this decision. It is a vindication of the legality and regularity of the judicial proceedings under which the sale to the defendants was effected; answers all the objections which the complainants here urge to the sale, and establishes the validity of the defendants' title. I will not tax the patience of the court by giving the whole of the opinion delivered in the case, but will content myself with giving merely the head note. It contains a brief but lucid statement of the law and usage in Louisiana regulating the conduct of judicial sales of mortgaged property like this, and the obligations incurred by purchasers at them:

A mortgage is, in its nature, indivisible, and prevails over every part of the immovable subjected to it; and the mortgaged premises must be sold to satisfy the whole debt and not a part thereof.

When a seizing creditor only sues for such instalments of a debt, secured by mortgage, as are due, the property mortgaged must be sold for the whole debt, on such terms of credit as are granted by the original mortgage.

The purchaser of mortgaged property at sheriff's sale is personally bound for the surplus of the adjudication, and holds the surplus subject to the claim of inferior mortgage creditors, who have for their security, a special mortgage of the property sold.

When the immovable property of a railroad corporation is sold, at the instance and suit of the owner of a mortgage bond of the corporation, the interest coupons of which are due, the purchaser at sheriff's sale must apply the surplus to the payment *pro rata* of all the matured interest coupons of other bonds of the

same grade as the one upon which the seizure and sale was made, which are presented and demanded; if he refuses, it is the duty of the sheriff to re-offer the property for sale the same day. 18 An. 537.

This decision by the court of highest authority of the State of Louisiana is surely entitled to some consideration. The case had been hotly contested. Brauner & Co. were represented by counsel of ability and distinction. Every objection which they could urge against the efficacy of the second adjudication of the property, was presented. There is no pretence on the part of these complainants that the litigation was collusive, or that there was a failure to assert all the merits to which Brauner & Co. were entitled.

In April, 1866, Henry R. Jackson for himself and others, published in a newspaper at Monroe, a notice of his intention to contest the validity of the sale, and he had copies of the notice served upon each of the defendants.

The defendants being thus publicly threatened, at some indefinite time in the future with a law suit, in relation to the property, which they had acquired at a public sale, concluded to compel him and all others who had or pretended to have any right to do so, to come forward and oppose their title, and set up any ground that might be urged against its validity and legality. They sued out a *monition*, under the laws of Louisiana. Geo. M. Brauner, *Henry B. Plant* (one of the complainants in the instant suit) et als., and D. G. Duncan, administrator of Mrs. Taylor, filed oppositions to this monition, which were dismissed, and the sale was confirmed by the District Court, and the judgment of the lower Court was affirmed by the Supreme Court, on appeal, *in July*, 1866. 18 An. 551.

The monition laws of Louisiana are peculiar. It has been

said: "The monition, proceedings and judgments on them, are in the nature of proceedings *in rem*, and bind all the world, even those ignorant of their pendancy. The monition law of Louisiana (Acts 1834, p. 125; Revised Statutes, 1852, p. 425) is a wise and beneficial statute, and should be liberally construed. It was passed for the protection of innocent purchasers at sheriff's sales, and by the fourth section, the court that issued the process had jurisdiction. By the sixth section, the judgment is conclusive evidence that the proceedings of the court on the monition were regular; and by the seventh section, the judgment of the court confirming the sale operates as *res judicata*, and a complete bar against *all persons*, whether of age or minors, whether present or absent; and the judgment is to be considered as full proof, and conclusive that the sale was duly made in virtue of a judgment or order legally and regularly pronounced on the interests of parties duly represented." Willis vs. Nicholson, 24 An. 544.

In the case of Jeter vs. Hewitt et al., 22 How., Mr. Justice Campbell said:

The effect of the judgment, confirming and homologating the sale, is declared in the statute that authorizes the monition to issue, in favor of purchasers of property at sheriff's sales; at those made by the syndics of insolvents' estates; at those made by the authority of justice, or of courts; and to enable them to protect themselves from eviction from the property so purchased, and from any responsibility to the possessors of the same. It confers upon the order made by the court upon the monition, the authority of *res judicata*, so as to operate, as a complete bar, against all persons, whether of age or minors, whether present or absent, who may thereafter claim the property so sold, in consequence of all illegality or informality in the proceedings, whether before or after judgment; and the judgment of homologation is to be received and considered as full and conclusive proof that the sale was duly made according to law, in virtue of a judgment or order legally and regularly pronounced on the interest of the parties duly represented, saving and excepting,

that it shall not render a sale valid made in virtue of a judgment, when the party cast was not duly cited to make defence.

The judgment of the District Court, homologating the sale, concluded all parties. * * * * * *

By the very terms of the statute, all the objections that apply to the manner of conducting the sale and to the form of the judgment, are cut off by the judgment of homologation.

The only question that the judgment leaves open is, whether the Court that rendered the original judgment had jurisdiction of the person. * * * * * The authority of *res judicata* as a medium of proof, is acknowledged in the Civil Code of Louisiana; and its precise effect in the particular case under consideration, is ascertained in the statute that allows the proceeding by monition. Under the system of that State, the maintenance of public order, the repose of society and the quiet of families, require that what has been definitely determined by competent tribunals, shall be accepted as irrefragable legal truth. So deeply is this principle implanted in her jurisprudence, that commentators upon it have said, the *res judicata* renders white, that which is black, and straight, that which is crooked. *Facit ex curvo rectum, ex albo nigrum.* No other evidence can afford strength to the presumption of truth it creates, and no argument can detract from legal efficacy.

The jurisdiction of the courts of the United States, in cases like the present, is derived exclusively from the fact that the parties are citizens of different States. *The rights of these parties originate in the law of Louisiana, and must be ascertained by a reference to the principles adopted and administered by her constituted authorities.* We are not invested with power to review the sentences of her courts, except in a few cases arising under the Constitution and laws of the United States; nor is it in our province to augment or diminish their value, or to place any different estimate upon them than they have in the Municipal Code of the State. They are entitled to the same force and effect here as they have in Louisiana.

The statement of the case of these parties shows, conclusively, that the whole subject of this controversy has been legally submitted to the tribunals of Louisiana, and that the adjudication was in favor of the defendants. "

There are two other facts that should not be lost sight of in considering the legality and strength of defendants' title. The

Constitution of Louisiana adopted in 1868, declared "all judgments and judicial sales, marriages and executed contracts made in good faith and in accordance with existing laws in this State, rendered, made, or entered into, between the 26th day of January, 1861, and the date when this Constitution shall be adopted, are hereby declared to be valid." Art. 149.

This sale was made on the 3d February, 1866.

The second fact is that the Legislature of Louisiana passed a law to incorporate the North Louisiana & Texas Railroad Company, which was approved on 26th September, 1868. By this act the sale made by the sheriff was ratified and confirmed. Acts of 1868, p. 136.

The Legislature undoubtedly had the authority to protect titles to lands lying within the State. 2 Peters 635; 2 Story: Const., sec. 1398; 15 How. 517.

The case of Jackson et al. vs. the Vicksburg, Shreveport & Texas R. R. Company et al., was filed December 1st, 1866. The defendants filed their demurrer on the 2d of March, 1867. It was argued, and the court took it under advisement, on the 1st June, 1867. *After* the demurrer had been submitted, to-wit, on 21st June, 1867, and without notice or knowledge on the part of the defendants or their solicitor, the petition of Jas. U. Horne, *a defendant and a citizen of Georgia*, (of which State the complainants are citizens,) was filed in this suit. R. p. 55. See also brief of W. H. Hunt, p. 66. This demurrer, a plea to the jurisdiction of the Circuit Court, has never been noticed by this Honorable Court, although pressed upon the attention of the court in printed briefs and oral argument. The answer was filed 2d of March, 1868.

The judgment of the Circuit Court, fully acquitting the defendants of all fraud or improper conduct and maintaining

their title was rendered in 1872. See opinion of Judge Woods attached to this brief.

Thus the title of the defendants was declared valid by the District Court of Louisiana in two cases, and by the Supreme Court of the State twice, and by the Circuit Court of the United States. It had been declared valid by the Constitution of the State of Louisiana, in Art. 149, and by the ratification and recognition of the General Assembly of Louisiana in 1868.

"Under the circumstances of this case, by the laws of Louisiana," had not the defendants good reason to believe themselves the owners of the property?

In the complainants' bill they propounded interrogatories to the defendants severally. The answers of the defendants, in the most emphatic and positive terms, negative every charge of fraud, conspiracy, combination, previous knowledge of facts by which unjust advantage might be taken, and any purpose to take such advantage. There is nothing equivocal, indistinct or evasive in these denials. These answers are evidence. 20 Pick., 28; Field vs. Holland, 6 Cranch., 8.

And they are *conclusive*, unless contradicted by two witnesses, or by one witness and corroborating circumstances. 1 N. S. 648; 2 La. 538; 12 Rob. 526; 4 An. 349; 5 An. 406.

The Court is respectfully referred to the testimony of Stubbs, Gordon, McGuire, Reinbolt and Green, in the new record of this case, and to the report of experts and other evidence showing how the defendants expended their money in rebuilding and repairing the railroad, in proof of the fact that the defendants believed that their title to the property was valid.

The judgment of this honorable court has declared that the title was fraudulent and null. It is respectfully submitted

that the supposed statement of facts and of the law of Louisiana was erroneous: and they respectfully ask the court to re-examine them. In another part of this brief, the errors, into which, it is believed, this honorable court has been led, will be more specifically pointed out.

On an application for a re-hearing, this honorable court amended the decree so as to enable the defendants to receive "in their account such credits as, under the circumstances of the case, by the law of Louisiana, they are entitled to."

The Circuit Judge referred the matter to a master, who after examining the account of the defendants and hearing evidence, made his report. Record, p. 13. He found that defendants had expended, for construction, maintenance and operating the road, the sum of ($1,525,892. 60) one million five hundred and twenty-five thousand eight hundred and two dollars and sixty cents, besides interest. And he found that they had received ($939,124. 61) nine hundred and thirty-nine thousand one hundred and twenty-four dollars and sixty-one cents; and he says, "the excess of actual expenditures over actual receipts is five hundred and eighty-six thousand six hundred and seventy-seven dollars and ninety-nine cents ($586,677. 99,) disregarding the interest account. He found that defendants had expended ($777, 647. 72) seven hundred and seventy-seven thousand six hundred and forty-seven dollars and seventy-two cents, for maintenance and expenses in operating the road; and seven hundred and forty-eight thousand one hundred and fifty-four dollars and eighty-eight cents ($748,154.88) for construction. Both parties filed exceptions to this report. R., pp. 312 and 313.

The opinion of the court on these exceptions is reported in 2 Woods, 254.

The court again referred the case to the master, 1st, "to

enquire further and report what improvements and betterments upon the property of the V., S. & T. R. R. Co., remain on the same, which were constructed and placed there by the defendants during their occupancy, and the value of the materials thereof and the price of the workmanship on the same. 2d, He will state an interest account upon the price of the workmanship and of the value of the materials at the time of the expenditure for them, at the rate of five per cent. per annum. 3d, He will also ascertain what interest is due upon the sum of $161,476. 89, the excess of gross receipts over the expenditures for maintenance." R. p. 316.

The master filed his second report, which is to be found at page 316 *et seq.* Before noticing this report, it is proper that the law of Louisiana upon the questions raised by the exceptions should be referred to.

I.

The questions of rents or fruits and of improvements will be considered.

Article 12 (page 104) of the Code of 1808 is substantially the same as Article 500 of the Civil Code of Louisiana, of 1825, which is identical with Article 508 of 1870, which is as follows: "When plantations, constructions and works have been made by a third person, and with such person's own materials, the owner of the soil has a right to keep them or to compel this person to take away or demolish the same.

"If the owner requires the demolition of such works, they shall be demolished at the expense of the person who erected them, without any compensation; such person may even be sentenced to pay damages, if the case require it, for the prejudice which the owner of the soil may have sustained.

"If the owner keeps the works, he owes to the owner of the materials nothing but the reimbursement of their value and

the price of workmanship, without regard to the greater or less value which the soil may have acquired thereby.

"Nevertheless, if the plantations, edifices or works have been made by a third person evicted, but not sentenced to make restitution of the fruits, because such person *possessed bona fide*, the owner shall not have the right to demand the demolition of the works, plantations or edifices, but he shall have his choice either to reimburse the value of the materials and the price of the workmanship, or to reimburse a sum equal to the enhanced value of the soil."

The law upon this subject is the same now that it was under the old Code of 1808, therefore the decisions of the courts of Louisiana under one Code are all equally applicable under the other Codes.

A leading case, interpreting Articles 500 of the Code of 1825, and 12 of the Code of 1808, is Pearce vs. Frantom, 16 La., page 414, decided in 1840. The Court said:

"The right of the defendant to be paid for the improvements, by which the value of the premises was enhanced, depends upon other provisions of law. It rests upon the broad principle of equity, that no man ought to enrich himself at the expense of another. If, instead of recovering four hundred arpents of waste land, covered with heavy timber, the plaintiffs succeed in establishing their title to that quantity, of which one hundred and fifty is ready for the plough, together with the convenience of a dwelling and a gin, the result of the industry of his adversary, he cannot justly resist the latter's claim for remuneration. If the party evicted be entitled to be paid for edifices erected on the premises, of which the successful party has taken possession, no plausible reason can be perceived why he should lose the lasting conquest his industry has achieved over the forest. If, in the

administration of justice, doubts have sometimes arisen, as to the application of this great principle to cases like the present, those doubts may have arisen in part from the peculiar expressions of our Code. The compilers of that digest copied the language of the Code Napoleon, which in many cases was wholly inapplicable to the circumstances of a new country. In treating upon this subject, the Code of 1808, says, 'if *plantations*, edifices or works may have been done by a third person evicted, but not sentenced to make restitution of the fruits, because said third person possessed *bona fide*, the owner shall not have a right to demand the suppression of said works, *plantations*, edifices, but he shall have the choice either to reimburse the value of the materials and the price of workmanship, or to reimburse a sum equal to the enhanced value of the soil.' * * The word plantation, which means in France nothing more than planting out trees, must be taken here to imply any permanent improvement of the soil, and especially the cutting down of trees, and fitting the lands for the purpose of agriculture. In respect to the right to be reimbursed for *useful expenses*, by which the property has been made more valuable to the owner, *the Code makes little or no distinction* between the possessor in good or in bad faith." Page 422.

Therefore, the court did not decide whether Frantom, the defendant, was a possessor in good or in bad faith. The court said on page 420, "we are by no means prepared to admit that a settler upon unoccupied land, who had redeemed it from a state of nature by his industry, in the hope that, under the liberal legislation of Congress, he may afterwards be entitled to a right of pre-emption, is to be regarded as a knavish possessor by one whose title was uncertain at the time of settlement," &c. The court did not deem it important to decide

the question, as the law of Louisiana made "little or no distinction between a possessor in good or in bad faith," in respect to the right to be reimbursed for *useful expenses*. On an application for re-hearing, this case was again considered by the court. The case was ably argued by learned counsel, and an examination of the briefs of *Winn* and of *Brent* printed in the 16 Louisiana, Rep. p. 424 *et seq.*, it will be seen that they urged the same reasons and cited most, if not all, the authorities now relied on by the counsel for complainants. The court *did not recede from any position taken in its first opinion*, as stated in the brief of complainants filed in the Circuit Court. But the court did fortify its position by citations from the Partidas as well as from the Roman law; from Potheir and from Merlin. The court said, on page 431: "Merlin, after treating this subject, *ex-professo*, and in a manner as usual with that author, which leaves little to be said on either side, and after discussing the opinions of Cujas, Favre and other distinguished doctors, opinions not always in harmony with each other, sums up his conclusions in the following manner. * * We may, therefore, lay it down as a settled rule, that the proprietor, who sues for an immovable (*un fonds*) never ought to enrich himself at the expense of the possessor, whether in good or in bad faith, no matter in what manner the maxim ought to be applied." (1 Repertoire de Jurisprudence, verbo Amelioration; 16 Louisiana, page 431.) And the court said, "We therefore conclude, that the judgment first pronounced ought to be maintained, and it is ordered accordingly."

The doctrine announced in this case was acquiesced in and recognized in the following cases: Kellam vs. Ripley, 3 Rob. 138; Lowry, Curator, vs. Erwin, 6 Rob. 210, 211; 10 Rob. 178; 12 Rob. 254.

In Beard vs. Moraney, 2 An. p. 347, the court said:

The other bill of exceptions was taken to the opinion of the court admitting testimony relating to improvements made *since the judgment of eviction*. The question presented by this exception was fully examined in the case of Pearce vs. Frantom, 16 La. 423. The court in that case came to the conclusion that under the general principles of the civil law and the enactments of the laws of Spain, the party evicted was entitled to be indemnified for the useful improvements by him made on the property during the *whole time* of his possession. This doctrine appears to have been acquiesced in ever since. Our impression is that the rule has been laid down too broadly; but there can be *no doubt* that the party evicted is entitled to be paid for *necessary improvements*. The improvements in this case were *clearings, levees and ditches*, without which the land could not have been brought into cultivation so as to yield the rents and profits which the *plaintiff* now claims. *These are necessary improvements* and the judge did not err in admitting evidence in relation to them.

All the improvements made by the defendants in this case were *necessary* improvement. That is proved beyond any doubt. It is respectfully submitted that is unnecessary to review or examine the decisions anterior to the case of Pearce vs. Frantom, cited in complainants' brief, as they were considered by Judge Bullard in that case, and the doctrine then announced had been recognized as settled, as stated in case of Beard vs. Moraney above quoted.

In that case the court expressed a doubt as to whether one in *bad faith* could recover for improvements *not necessary* although useful; but the court again reiterated the doctrine that for *necessary improvements* there could be no doubt. In that case it was expressly decided that the possessor was *in bad faith*.

A review of the decisions of the courts of Louisiana subsequent to the date of the decision in the case of Beard vs. Moraney, 2 An. 347, which are cited by the complainants in their briefs filed in the Circuit Court, will show that the doctrine announced in Pierce vs. Frantone and Beard vs. Moraney, 2 An. 347, has

not been controverted, except in the solitary case of Gibson vs. Hutchins, 12 An. 545.

The cases of Hollon vs. Sapp, 4 An. 519, and Jones vs. Wheeler, 4 An. 541, are cited by complainants, with the remark that these cases "decide that the want of title, or right to possession, answers all claim for improvements. No notice is taken of Pearce vs. Frantom." This statement is disingenuous. The court said, "This case does not differ in principle from that of Jenkins vs. Gibbon, 3 An. 204, in which we held that improvements upon the *public lands*, where the party making them is not in a situation to avail himself of the pre-emption laws, cannot form the subject of a contract. The counsel for the defendant controverts the correctness of that decision, and contends that, under article 500 of the Civil Code, the defendant is entitled to recover the value of the materials employed by him, and the cost of the workmanship, even if he were a possessor in *bad faith*. *We are of opinion that this article of the Code is not applicable to materials used, and labor expended, in making settlements upon the national domain.* * * No right can be acquired in relation to the *public lands* except under authority of Congress." The other case of Jones vs. Wheeler, was disposed of upon the authority of Hollon vs. Sapp, 4 An. 541. Of course "no notice is taken of Pearce vs. Frantom in these decisions," as they are not governed by Art. 500. The case of Gibson vs. Hutchins, 12 An. 545, is relied upon by complainants. They say it "established a sound and sensible rule." No doubt, at least one of the counsel who filed that brief believed it established a sound and sensible rule, as he was the author of that opinion.

But in trying to establish that "sound and sensible rule," Art. 500 of the Civil Code is wholly ignored, as well as the fact that the controversy in the case of Gibson vs. Hutchins did not relate to *public lands* or to settlements on them. The settlement was made

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upon the Bringer gfant. The organ of the court said, "We think it a matter of moment that the jurisprudence upon the subject of the *public lands* and the rights growing out of *settlements upon them* should be as uniform as possible throughout the several States." 12 An. p. 548. And he further overlooked the fact that the settled jurisprudence of this State was that rights acquired upon public lands were regulated by *Congress*, and not by State courts. 4 An. 519; 4 An. 541; 3 An. 204; 10 An. 540.

The court said, "these cases (Pearce vs. Frantom, 16 La.; Kellam vs. Ripley, 3 Rob., and Williams vs. Booker, 12 Rob.) were fully considered by this court before determining the case of Hemken vs. Overby, decided at Monroe last summer, and were *in one particular* overruled. We found ourselves unable to class a mere possessor of public lands of the United States, even with the hope of a future entry by pre-emption amongst 'possessors in good faith.'" Page 547.

It is respectfully submitted that the court did *not* decide that the defendant in the case of Pearce vs. Frantom was a possessor in good faith. As has already been shown by a quotation from the opinion, the court said it was not prepared to admit that he was a possessor in bad faith, but that, to enable him to recover for his useful improvements, it made no difference whether he was a possessor in good or bad faith. 16 Louisiana, 422. In the case of Kellam vs. Ripley, 3 R., the court said, "So far as those improvements have added to the value of the land, over and above the fruits since the institution of the suit, the defendant, in our opinion, is entitled to be paid by the party evicting him. See Pearce vs. Frantom," and the court said nothing about good faith or bad faith. The case in 12 Rob. was decided upon the authority of these two cases.

In Gibson vs. Hutchins, the court evidently misapprehended

the ground upon which Frantom had been allowed for his improvements—it was that useful improvements had been made by him upon the property of another, which had added value to the property, without reference to the good or bad faith of the defendant. This principle was distinctly announced in the case of Wilson vs. J. P. Benjamin et al., (decided in 1861 and reported in 26 An., p. 588,) in the words following: "The same principle may be laid down with regard to the possessor in good or bad faith, whose works and constructions have been kept by the owner of the soil."

"The obligation of defendants (the owners) is to pay the value of the materials and the price of the workmanship, without regard to the increase or decrease in the value of the soil. C. C. 500." The case of Hemken vs. Overby, not reported, was decided by the same Judge who decided Gibson vs. Hutchins, and the portion of it quoted in the Gibson case, to-wit: "We are unable to recognize the doctrine that one, who makes improvements upon property to which he knows he has no title, has any legal or equitable claim to reimbursement for such improvements," is manifestly in contradiction to the plain letter and spirit of Article 500 of the Code of 1825; these two decisions have not been followed by the Courts of Louisiana.

The case of Thompson vs. Kilcrease, 14 An., p. 342, was a suit to rescind a sale for the non-payment of the price. There were several sales subsequently to the original sale to Kilcrease, and all the vendees were parties to the suit. There was judgment in favor of the plaintiff for the land, and in favor of Kilcrease for improvements against Thompson, the plaintiff.

Neither Kilcreaee nor the plaintiff appealed, consequently they were both *appellees*, and as between them, no change can be made in the judgment on appeal. And so Justices Buchanan and Vorhies held in their dissenting opinion, on page 343.

They said: "If the question of improvements were before us, *which it is not*," &c. Cole, the other Justice, was absent. So that what was said in that case was *obiter* and only the opinion of *two* Judges.

In the case of White vs. Cannon, in 16 An., p. 91, cited by complainants, the court decided that the defendant obtained his title by fraud and declared him a possessor in *bad faith*. The court further declared that he owed "indemnity, and is entitled, in law, to no other claim for improvements than those stated in *the three first sentences* of C. C., Art. 500." The Court allowed him $5,250 for the improvements, and said: "The free use of the excesss of clearing, from January, 1854, to April, 1859, (230 acres,) and the cord wood consumed, will more than compensate for the *expense of the clearing made*." P. 91.

The case of French vs. Bach, 26 An., 731, is also cited by complainants. In that case there was no claim set up for improvements by defendants, and there was no evidence on the subject.

The judgment of the lower court, refusing rents to the plaintiff and reserving to defendant the right to sue for improvements, was reversed by the Supreme Court. The jurisprudence of Louisiana is, that failure to claim improvements in the suit for eviction does not preclude defendant from suing for them afterwards. 1 N. S. 299, 324; 7 N. S. 650. Therefore there was no necessity for reserving the right, if he had made any improvements. Certainly in that case the court did not pass upon the question of *improvements*—the question was not raised in the case.

The next and last relied upon is the case of Brugere vs. Slidell, 27 An. 70. Brugere purchased under a decree of confiscation. After the death of Slidell his heirs sued for the property, on the ground that he had acquired title only during the life of Slidell. In that case, a loose and unguarded expression by the organ of the court is relied upon to overturn the deliberately expressed

views of that court on the subject of improvements in several cases. The court said: "*He was the owner of the property, etc., when the improvements were made.* It is true his ownership existed only during the life of Slidell; still, during that time, *it was absolute.*" P. 70. His situation was assimulated to that of the *usufructuary*, who, under the Code, is not entitled to pay, except for *necessary* improvement. In two cases decided immediately afterwards, at the same term of the court, the court granted re-hearings—Heirs of Slidell vs. Gunthier et al. and Heirs of Slidell vs. Vanderstacken et al.—on this precise point. In the first, Mr. Justice Wyly said:

The judgment restoring the property to the plaintiff and requiring defendants to pay rents since the death of their father was undoubtedly correct. Although *no distinct demand* was raised in this suit by defendants for restitution of moneys advanced by them *to make necessary repairs and to pay taxes accruing since the institution of this suit*, we believe the ends of justice will be subserved *by reserving to defendants the right to set up such demands*, if any such they have, in a separate action hereafter. See Opinion Book 44, p. 653.

The same decree was made in the case of Slidell vs. Vanderstacken. Opinion Book 44, p. 654.

In their brief, filed in the Circuit Court, the complainants say that it was decided in Roberts vs. Brown, 15 An. 698, that improvements made after it was ascertained that the possession was in bad faith, "could not be the ground for a claim for payment." This is a mistake; the court decided nothing of the kind.

It is confidently submitted that the only case cited, which controverts the doctrine of the case of Pearce vs. Frantom, since that case was decided, is the case of Gibson vs. Hutchins, reported in the 12th Annual. On the contrary, several decisions have been made by the Supreme Court re-affirming the doctrine of the case of Pearce vs. Frantom. The first after the decision of

the Gibson case was Stanborough et al. vs. Wilson, 13 An. 491. In that case the plaintiffs sued for a tract of land, after having perfected and paid out their father's pre-emption thereon after his death. The pre-emption right had been sold at probate sale to defendant. The court held that the sale was absolutely null, being in contravention of an act of Congress; consequently the defendant was a possessor in *bad faith*. Still the court allowed him pay for his improvements, consisting of *clearings*, etc.; and after deducting rents, there remained a balance in favor of the defendant, for which there was judgment against the plaintiff, and it was decreed that no writ of possession issue till the amount was paid or deposited in the hands of the sheriff. See p. 496.

The case of D'Armand vs. Pullen, reported in 16 An. 244, was decided in April, 1861. The defendant had made an improvement on the Bringer tract (the same upon which defendant in the case of Gibson vs. Hutchins had settled); when sued for possession, he set up a claim for his improvements. Pullen was allowed pay for his improvements. Again, at the same term of the court, the case of Milton Wilson vs. Judah P. Benjamin et als. was decided. The case is reported in 26th Annual, p. 587.

The defense was represented by Benjamin, Bonner & Finney, and W. H. Hunt, and others, sufficient guaranty that the case was well defended. In that case the court reiterated what had been said in Pearce vs. Frantom, 16 La., that "the same principle may be laid down with regard to the possessor in good or bad faith, whose works and constructions have been kept by the owner of the soil." * * "The obligations of the defendants is to pay the value of the materials and the price of the workmanship, without regard to the increase or decrease in the value of the soil." C.C. 500. D'Armand vs. Pullen, 16 An., not reported; 26 An., 589. An application for rehearing was filed, but the war occurring, it was not acted on till after the war, and not finally

decided until 1870—when the judgment rendered in 1861 was affirmed.

The commentators upon Article 555 of the Code Napoleon, which is identical with Article 508 of the Civil Code of Louisiana, are in accord with the decisions of the Supreme Court of Louisiana on that Article.

Even Pothier, who wrote before the Code, says there is no distinction to be made between the possessor in good faith and the possessor in bad faith in regard to the reimbursements when the expenses incurred have been *necessary* and not simply useful. De Propreté, No. 345, 343 and 344. Merlin says:

"Nous pouvons donc établir pour régle certain, que le proprietaire qui revendique un fonds, ne doit jamais s'enrichir aux dépens du possesseur de bonne ou mauvais foi, n'import de quelle maniere cette maxime doit être mise en usage." No. IV. verbo Amélioration, page 367, Bruxelles edition.

Marcadé says:

"Le Code a voulu et a su être juste; il a dit qu'on ne devait jamais s'enrichir aux dépens d'autrui, même aux dépens d'un homme de mauvais foi; et il declare dans notro article que, si des constructions sont faites sur votre terrain par un individu qui savait que le terrain ne lui appartenait pas, vous serez néanmoins tenu ou de les lui laisser enlever, ou de lui rembourser *tous ce qu'il a dépensé*." Marcadé, Vol. 2, p. 414; Demolombe, Vol. 9, p. 610.

But Art. 508 of the Civil Code is not the only article applicable to the right of the defendants in this case. Art. 2314 declares, "He to whom property is restored must refund to the person who possessed it, even in bad faith, all he had necessarily *expended* for the preservation of the property." Article 2299 says, "Equity obliges the owner, whose business has been well managed, to comply with the engagements contracted by the manager, in his name; to indemnify the manager in all personal engagements he has contracted; and *to reimburse him all useful and necessary expenses*."

Article 1965 provides: "The equity intended by this rule is founded in the Christian principle not to do unto others that which we would not wish others should do unto us; and on the moral maxim of the law that no one ought to enrich himself at the expense of another. When the law of the land, and that which the parties have made for themselves by their contract, are silent, courts must apply these principles to determine what ought to be incidents of a contract, which are required by equity." Article 3224 provides that, "He who, having in his possession the property of another, whether on deposit or on loan or *otherwise*, has been obliged to incur expense for its preservation, acquires on this property two species of rights." "Against the owner of the thing, his right is in the nature of a pledge, by virtue of which he may retain the thing until the expenses, which he has incurred, are paid. He possesses this qualified pledge, even against the creditors of the owner, if they seek to have the thing sold. He may refuse to restore it, unless they refund his advance, or give him security that the thing will fetch a sufficient price for that purpose." Art. 3225. "Finally, he who has incurred these expenses has a privilege against these same creditors, by virtue of which he has preference over them out of the price of the thing sold, for the amount of such necessary charges as he has incurred for its preservation." Art. 3226.

In Police Jury vs. Hampton, 5 N. S. Martin's, p. 572, the court said: "It is a maxim common to the jurisprudence of all countries, that no one is permitted to profit by the labor of another, without compensating him for it. *Jure naturae equum est, neminem cum alterius detrimento et enjuria fieri locupletiorem.*"

It is submitted with perfect confidence, therefore, that the defendants are entitled to be paid what they have expended in repairing and maintaining the railroad, whether they be possessors in good or bad faith, under the laws of Louisiana.

And so the Circuit Judge decided in this case. The court said, "On further investigation, I am unable to find any distinction made either in the Civil Code or in the commentators or decision of the courts between improvements made *before* or improvements made *after* suit brought. The Civil Code, Art. 508, makes no such distinction. It has already been decided in this case, as it has been before decided by the Supreme Court, that the possessor in bad faith was entitled to the costs of his improvements remaining on the land."

The evidence in the record is full and uncontradicted that all the expenses incurred by the defendants were necessary not only to utilize the property, but *to preserve it*, and that the management of the defendants was prudent and economical. See answers of Green to second cross-interrogatories, page 30 of R. He says, "The report alluded to, makes no mention of saplings, thickets and briars growing on the road-bed, but it is a fact that the road-bed was overgrown in some places, probably five or six miles, with saplings and thickets, and the balance of the line was more or less overgrown with vines and briars." * * "A comparatively small amount of old materials, except in matter of cross-ties, between Monroe and Delhi, about 37 miles, were used in repairing superstructure of road. It was necessary to rebuild all of the bridges and trestle-work, that is the superstructure, and for this purpose new material was, with few exceptions, used. When practicable, the old pile foundations were used. Where depots and shops were destroyed, it became necessary for the proper conduct of the business to provide others. The buildings not destroyed have been already stated, viz: Depot building at Girard and millhouse and barn at the place," &c., worth according to the testimony of Hart and others in old Record, about three hundred dollars. In answer to 6th cross-interrogatory, he says the work was economically done. R. p. 31.

In answer to the 7th cross-interrogatory he says: "The improvements referred to are all desirable, and are generally *necessary* for the operation and use of the railroad." In his next answer he says, "If the improvements referred to were removed or destroyed, the most of them would have to be replaced, to properly utilize the railroad." R., p. 31. Green was one of the experts appointed at the instance of the complainants and he was the engineer and superintendent on the road when most of the improvements were made. He is now the Receiver. Richardson, the other expert, says on page 63, "To the best of my knowledge and belief, it has been found necessary to rebuild the superstructure of all the bridges and all the buildings now in use upon the eastern division of the road, except the depot building at Girard station, since Feb., 1866, although a small part of the materials contained in the old structures had been used in their reconstruction." On page 65 he says the improvements are generally necessary and would have to be replaced, if removed. The above testimony of Green is corroborated by all the witnesses.

In answer to 4th cross-interrogatory, Stubbs says, "Nothing, in my judgment, was added, rebuilt or improved which was not *essential* to the road, its track and work," &c. R., p. 95. Gordon says in answer to 11th interrogatory: "Had the railroad been left with nothing done to it in the way of repair or reconstruction till the determination of this suit, the rails would have deteriorated in value, as they would have corroded from rust; the wrecks would have decayed so as to be really worthless; the chains, spikes and such like portable property, would have been stolen, in all probability, as well as much of the iron within easy reach of navigable streams, unless a large amount had been expended in watching and protecting it. In 1866, theft of the rails, etc., was prevented only by having the property watched

in several localities. * * The right-of-way would have been much more expensive to clear and prepare," in consequence of the growth of brush and timber. R., p. 98. McGuire testifies, at page 101 of the Record, that "The road was a wreck when Ludeling and associates purchased it, and as a railroad had no value. Of course the iron rails, the chairs, &c., and the embankments which were utilized in reconstruction, were made valuable by the road being reconstructed. As to the difference in cost, had reconstruction been delayed till the decision of this suit, I can only say that, in my opinion, it would have cost very much more to have given a value to the embankments and to the iron which might have been found on the line. The embankments would have been still more greatly injured by washing, and would have been so densely overgrown with trees, undergrowth, &c., that the item of clearing and grubbing would probably have been fully as great as when the road was originally constructed. The iron rails, chairs, &c., would have greatly deteriorated from rust, and the greater portion of it near navigable streams would doubtless have been stolen and carried away. Nothing could have been utilized, except what might have been left of the embankments and iron. As to the locomotives, cars, car-wheels and axles, had they been left till the decision of this suit, I do not think they could have been utilized at all and would have been valuable only as old iron."

It is maintained, therefore, that independently of article 508 of the Civil Code, the defendants are entitled to recover *what they expended*, under articles 2314, 2299, 3224 and 1965 of the Revised Civil Code, already quoted. Article 3454 of the Revised Civil Code declares that rights which are common to all possessors in good or in bad faith, are: That they are considered provisionally as owners of the thing, which they possess, so long as it is not reclaimed by the true owner or person entitled to reclaim it, and

even after such reclamation, until the right of the person making it is established.

And article 508 accords the same right, according to the decisions of the Supreme Court of Louisiana, from the case of Labric vs. Filhiol, decided in 1820, to the present time. See the following cases:

Labric vs. Filhiol, 9 Mart. 318.
Pearce vs. Frantom, 16 Louisiana 514.
Kellam vs. Ripley, 3 Rob. 138.
Lowry vs. Erwin, 6 Rob. 191.
Beard vs. Morancy, 2 An. 347.
Williams vs. Booker, 12 An. 253.
Stanborough vs. Wilson, 13 An. 496.
D'Armand vs. Pullen, 16 An. 243.
Wilson vs. Benjamin et als., 26 An. 587.
Heirs of Thompson vs. Bridger, decided in 1872 and not reported.
Heirs of Slidell vs. Gontheir, and Heirs of Slidell vs. Vanderstacken, 27 An.

It was contended in argument, in the lower court, that under no circumstances could the defendants recover more than the *present value* of the materials and of the workmanship of the constructions or works which remain upon the railroad.

It has already been shown that they are entitled to their necessary *expenses* under articles 2314, 2299, 1965 and 3224 of the Civil Code. But the language of article 508 itself would seem to leave little room for doubt on that question: "If the owner keeps the work, he owes to the owner of the materials nothing but the *reimbursement* of their value and of the *price* of workmanship," &c. Certainly, *price* here means the cost, or amount paid out. In the next sentence of the article, where the party evicted has

not been sentenced to make restitution of the fruits, the owner is given the choice to pay "the value of the materials and price of workmanship," or to pay "a sum equal to the enhanced value of the soil." It is manifest that the law-giver had in view the maxim of the civil law, that no one should enrich himself at the expense of another, by providing that when the owner *received the fruits* and kept the works he should reimburse the expenses necessarily incurred for making the constructions, but when the owner did not receive the fruits, then he should have the option to pay the price paid by the possessor, or the *enhanced* value of the soil, should that be less than the price of the improvements. "Qui sentit commodum sentire debet et onus," is a maxim of the law of Louisiana, as well as of the civil law. The plaintiffs have been allowed the fruits or revenues, which were earned by the railroad, constructed solely with the means of the defendants; under every principle of justice, they should bear the burden of any deterioration, occasioned either in operating the road for their sole benefit, or in consequence of a depreciation in the value of materials or of labor, or of the appreciation of the currency of the country.

The special master adopted the views of the complainants and maintained that it was the *present* value (or rather the value in November, 1875,) of the improvements which must be paid to the defendants. To show the injustice of this position, let us take a few items of the account and of the report of the exports. Green testifies that it cost *upwards* of $9,000 to repair certain locomotives in 1866 and 1867, which he says are not worth any more intrinsically *to-day* than they were before they were repaired, in consequence of their deterioration by use in the service of the plaintiffs. Without the expenditures to repair them they could not have been used. Still, in his report, Green allows nothing for the expenses of repairing said locomotives. R. p. 81.

The draw bridge, iron truss bridge and trestle bridge and crib-work cost defendants $187,076 10. Green allows in his estimate only $110,676 92. Cross-ties cost defendants $117,643 80. Green allows only $58,821 90; notwithstanding the evidence shows the ties and road were in very good order, when delivered to the Receiver. Rolling stock cost defendants about $78,000. Green allows only about $28,000. A difference of $175,000 in these few items alone, between the cost and the present estimated value by Green. Even if the improvements and betterments had deteriorated so greatly, or could have been made in November, 1875, for so much less than they cost defendants, it would be unjust to require the defendants to suffer the loss. It is proved that they were all necessary for the use of the road; that the railroad could not have been operated, or have earned any money, without them; that they were economically made; and that the entire sum earned has been accounted for and enures to the benefit of the plaintiffs. To adopt this view of the master would be to enrich the plaintiffs at the expense of the defendants, in opposition to the law and the decision of the court in this case. Besides, the evidence of Reinbolt, the road master, proves that the railroad was greatly damaged by the overflow of July and August, 1875, *after* it was delivered to the Receiver, and by the reckless management in running the trains when the water is still on the track; and one locomotive was damaged by the explosion of the boiler. See testimony of Gordon and Green. Suppose the price of materials and of labor had appreciated instead of depreciating, would the defendants have been entitled to receive any more than they had expended? Certainly not.

Thus far, the case has been considered upon the hypothesis that the defendants were possessors in *bad faith*. But were they possessors in bad faith, "under the circumstances of this case, by

the law of Louisiana?" It is most respectfully submitted that they were not.

The "circumstances of the case, by the law of Louisiana," show that defendants were possessors in good faith. They held as owners under a title acquired at judicial sale, made in strict conformity with the requirements of the law. The defendants, in answer to interrogatories on facts and articles, have all sworn that they were acting in good faith in buying said property, and this testimony is not contradicted. And their *acts* confirm their oaths. They received the railroad, at the sale, a complete wreck. They have expended nearly a million of dollars in repairing and constructing the railroad, and they have expended every cent of the earnings of the railroad in operating and maintaining it. In other words, they have devoted their time, energy and money to make useful a property which was unproductive when they got it, and which could only be made remunerative after still further expenditures—and they have done all this with a knowledge that no profits to them could accrue unless it was decided that they were the masters of the property. Would sane men act thus, unless they believed they were the owners of the property? Who is a possessor in *good faith*, according to the laws of Louisiana? Article 503 of the Civil Code says, he is a possessor in good faith who holds *as owner* by virtue of *an act sufficient to transfer property, the defects of which he was ignorant.* Art. 3450, C. C., says, he is a possessor in good faith *who has just reasons to believe himself the master of the thing he possesses.* In Beard vs. Morancy, 2 An. 347, the Supreme Court of Louisiana said that one who held under a sale by a court of competent jurisdiction must be considered a possessor in good faith.

In Robert vs. Brown it was decided that "if the defendant bought at the administrator's sale under a *commission reciting the decree for the sale*" (although in fact no decree was ever made)

"and the adjudication was in the usual form," the defendant was in good faith. 14 An. 598; 15 An. 698. In 22 An. 491, it was held that one who held under title perfect in form was a possessor in good faith.

In Richardson vs. Packwood, 1 N. S. 297, the court said: "It is a principle of our law, that a possessor in good faith, *believing himself to own* the property, is not responsible to the real owner for the rents and profits of the property thus holden, until after a judicial demand. If a person *who possesses under a title*, which proves on investigation to be deficient, *may reasonably have believed that it was perfect and valid, he ought not to be considered* (as the law expresses it) *a knavish possessor*. The principle of the law is just and equitable, and *ought to take effect in all cases, where the want of good faith does not clearly appear*."

The defendants' title is perfect in form, and it was acquired at a judicial sale, regular in all respects. This title was twice the subject of litigation in the State courts; and it was decided to be good and valid, both in the District Court and in the Supreme Court of Louisiana, each time.

In the first case, Branner & Co., to whom the property had been adjudicated at the first offering, sued the sheriff and Ludeling and associates, to annul the sale to Ludeling and associates, and to compel the sheriff to make them a title. The District Court held that the proceedings in the case of Gordon vs. Vicksburg, Shreveport & Texas R. R. Company were regular and the title of Ludeling and associates was valid. On appeal, the Supreme Court of Louisiana said, in 18 An. p. 541: "The character of the mortgage given to secure the bonds and coupons, or interest warrants, became the subject of a long and elaborate argument by the able counsel on each side of this case, both orally and by brief. *They agree that all the proceedings in the case of Gordon vs. the Railroad Company, up to the time*

of the adjudication of the property, on the first offering to Branner & Co., the plaintiffs, ARE REGULAR. They agree that the property seized should be disposed of according to the provisions of Article 686 of the Code of Practice, but they draw widely different conclusions as to the requirements of that Article, when applied to the mortgage given to the bondholders by the railroad company, to secure the payment of the bonds and interest warrants attached to them. After a careful examination of the subject, we arrive at the conclusion that the mortgage in question assimilates itself to an act of hypothecation made to secure a debt in installments, and that proceedings to enforce it should be conducted according to the rules laid down in the case of Pepper vs. Dunlap, 16 La. R., 163." On page 542, the Court said, "The grounds upon which the plaintiffs declined paying the interest coupons due and presented by Ludeling and Stubbs, we think, is not tenable. It was not necessary that they should have been protested before payment was demanded," &c. * * "It admits of no doubt, we conclude, that the *plaintiffs failed to comply* with the conditions of the sale, and that *it was the duty of the sheriff to proceed*, as he did, to re-offer the property for sale on the same day." And the judgment of the District Court was affirmed. 18 An. 537.

The second case was the monition sued out under the law of Louisiana, under the circumstances already mentioned in the beginning of this brief. Both the District Court and Supreme Court of Louisiana *homologated and confirmed the title*, acquired by Ludeling and associates at the sheriff's sale in the proceedings of Gordon vs. V. S. & T. R. R. Co. 18 An., p. 550.

The act of the Legislature of Louisiana passed in 1855 and re-enacted in 1870, Revised Statutes § 2376, declares, "The judgment of the court, confirming and homologating the sale, shall have the force of *res judicata*, and operate as a complete bar

against all persons, whether of age or minors, whether present or absent, who may thereafter claim the property sold, in consequence of all illegality or informality in the proceedings, whether before or after judgment; and the *judgment of homologation shall in all cases be received and considered as full and conclusive proof that the sale was duly made according to law, in virtue of a judgment or order legally and regularly pronounced* on the interests of the parties duly represented." Sec. 2377 declares, "Nothing herein contained shall be taken or understood so as to render valid any sale made in virtue of a judgment when the party cast was not duly cited to make defense." *Expressio unius est exclusio alterius.* The law of Louisiana governs this case—it is so stated in the amended decree of the Supreme Court in this case. No principle is better settled than this, that a title or interest in land or real estate can only be acquired or lost agreeably to the law of the place where the same is situated. Story's Confl., Sec. 365; 7 Cranch. 115; 6 Whert. 597; 9 Whert. 566; 2 Black. 609; 9 Wal. 27-31.

In 2 Wal. 36, the Supreme Court of the United States said: "It is the settled doctrine of this court in reference to all questions affecting titles to real estate, to permit the different States of the Union to settle them, each for itself; and when the point involved is one which becomes a rule of property, we follow the decisions of the State courts, whether founded on the statutes of the States or their views of general policy."

It has already been stated that the Constitution of 1868 ratified all judicial sales made between 26th January, 1861, and the date of the approval of the Constitution; and that the General Assembly of the State of Louisiana, in 1868, recognized and ratified the sale of the railroad and franchises to Ludeling and associates. Acts of 1868, p. 138, preamble and secs. 1 and 2. It is believed that the State had the power to do this. In Wilkinson vs. Le-

land, page 662 of 2 Peters, the Supreme Court of the United States recognized this right, and cited cases where it had been exercised in Massachusetts (3 Dall. 386 and 16 Mass. Rep. 326); and the court said: "It cannot be doubted that an act of Parliament may by terms of confirmation make valid a void thing, if such is its interest. The cases cited in Plowden 399, in Cornyn's Dig., Confirmation D, and in 1 Roll. Abridg. 583, are directly in point."

The defendants, therefore, had good reasons to believe they were the owners of the property. That they did believe so, is shown by the record. The defendants, in answer to interrogatories propounded to them by the complainants, have all sworn they acted honestly and in good faith. And Stubbs, Gordon and McGuire have again been examined as witnesses before the master, and they have sworn that they themselves and the other defendants believed themselves the owner of the property. Answers of Stubbs to third interrogatory, Record, p. 93; answer of Gordon to tenth int., R. 97; answer of McGuire to third int., R. 99. Green says, in answer to 23d int., on page 108 of record: "Their conduct generally led me to believe they were confident of having their title sustained by the courts. They always acted as if they believed themselves the owners of the property."

"If," says the Supreme Court of Louisiana, in 1 N. S. 297, "a person who possessed *under a title, which proves on investigation to be deficient, may reasonably have believed that it was perfect and valid*, he ought not to be considered (as the law expresses it) a knavish possessor." 8 N. S. 616.

At the institution of this suit, the defendants had expended two hundred and seventy-five thousand dollars ($275,000) in repairing the railroad; they had paid a mortgage debt of the Vicksburg, Shreveport & Texas R. R. Company, for depot grounds in Shreveport, amounting to $5,063.20; and they had paid to the city of

Shreveport, for taxes and grading the streets, the further sum of $456.37, making $280,519.37 in the aggregate, which had been expended by defendants, before the institution of this suit. See answers of Ludeling and McGuire to 28 interrogatories. Old printed record, pages 347, 423.

The evidence in the old record shows that the defendants were actively engaged in repairing and rebuilding the railroad, and that they were under obligations to contractors to the amount of about $85,000.00, when this suit was instituted. What were they to do? Stop the work and let everything go to ruin, or to preserve the property by continuing to repair and reconstruct the road? The complainants did not ask for an injunction to prevent the defendants from continuing their works or make any objection to defendants doing so during the pendency of this suit. The evidence of Green and Richardson and of all the witnesses proves that the works and improvements were necessary and beneficial to the owners, and that they were economically and well made, and that the affairs of the road were well managed. R., p. 107, answers 6, 7 and 8. The defendants have never doubted that it was their duty, whether they were the owners of the property or not, to do whatever was necessary to preserve it, and that it was to the advantage of the owner of the property to go on and rebuild the road and operate it. And under this sense of duty, they expended upwards of fifteen thousand dollars ($15,000) to complete works already commenced and to protect the railroad and property from damage from the overflow of the Mississippi *after* the decision of the Supreme Court of the United States against them.

In answer to the 19th interrogatory, Green says the income derived from operating any portion of the railroad, less than the whole road from the Mississippi to Monroe, would not pay the expenses of operating it. R. 108. He says further, "had the

work of reconstructing and repairing the railroad ceased when the suit against Ludeling and associates was filed, and no attention paid to the road thereafter, I am of opinion, that the work referred to *would have suffered serious deterioration.*" "Yes, I am of the opinion that the work done would have been seriously damaged and a portion of it lost." In answer to 22d question, he says, it was to the interest of the owners that those in possession should continue to work on the road, in order to preserve it, to prevent deterioration and loss, &c. R. p. 108.

The question of good or bad faith, under the law of Louisiana, has more importance in determining whether the possessor owes fruits or revenues. If the defendants were possessors in good faith, they owed no fruits or revenues, except since the institution of this suit. [redacted]

It is respectfully submitted that the question of good or bad faith is of paramount importance to the defendants, on account of the effect the decision of the Supreme Court of the United States will have upon their characters and their lives, and they most earnestly ask this Honorable Court to re-examine the testimony relative to their conduct in connection with the sheriff's sale. And in this connection they especially call attention to the decision of the Supreme Court of Louisiana in the case of Branner & Co. vs. Hardy, sheriff, et als., 18 An. 538; ; and to the opinion of Judge Woods, reported in 2 Wood's Report, and hereto attached, and to the errors of fact and of law into which this Honorable Court has been led, in rendering its first opinion in this case. 21 Wallace.

It is most respectfully submitted that the court has fallen into

error in regard to *the property*, which was sold at the Sheriff's sale in the case of Gordon vs. Vicksburg, Shreveport & Texas R. R. Company, as well as in regard to its *value*. The court may have been led into error by taking for granted that the property described in the sheriff's deed was the property *actually* sold, whereas *such is not the fact*.

The order of seizure and sale necessarily commands the sale of the property described in the act of mortgage, and the advertisement and sheriff's deed naturally followed this description. But the mortgage was executed in 1857, when only *seventeen* miles of the railroad had been constructed, to raise money to build the railroad. It embraced the whole road across the State of Louisiana, in the condition it would be when completed; the mortgage covered the completed and *uncompleted* portions of the road and every thing which was to be placed on it. Only that part of the road between the Ouachita and Mississippi rivers, about 74 miles, had been completed, when the war occurred. In November, 1863, General Smith ordered the destruction of the railroad and on the back of said order is the following endorsement:

> Acting under this order, I have destroyed the within railroad.
> J. F. HARRISON,
> Col. Commanding Forces in Front.

The references to the *record* in the following pages, from 62 to 108, are to the old printed record of this case, filed in this court in 1873.

The evidence in the record shows that the property actually sold and delivered to the purchasers consisted of about 71 miles of iron rails, a considerable portion thereof badly damaged; the road-bed between the Ouachita and Mississippi rivers, badly damaged by the annual flood of the Mississippi river, in consequence of the destruction of the levees; two wrecks of locomotives valueless, and three locomotives so greatly damaged as to re-

quire nearly as much as they originally cost to repair them; one old passenger car, badly damaged; four or five old box cars, nearly useless from decay; and a lot of car wheels and old bridge iron, scattered along the line of the road; about ninety thousand acres of *wild swamp* land, unfit for cultivation, until reclaimed, and burdened with onerous conditions, and the franchises of the company. The western division of the railroad had been, in 1862, put in the possession of the Southern Pacific Railroad Company, under a contract by which that company was to build it for its use for twenty years. At the date of the sale, said company had done but little work on the railroad. The *bills receivable* were given for lands embraced in the 90,000 acres of land between the Ouachita and Mississippi rivers aforesaid, or in the portion of the grant which had lapsed, and they were valueless, either because they were *prescribed* or because the *makers* thereof *were insolvent*, or because the *consideration* thereof had failed, as aforesaid. On the depot grounds, at Shreveport, existed a mortgaged debt for over $5,000, which we had to pay to get a title, being the full value of the property. (See answer of Gordon to 28th interrogatory, R., p. 369; Stubbs, R., p. 392; Waddil, R., p. 452; Ludeling, R., p. 347; Ray, R., p. 383; see also testimony of Oliver Heffner, R., p. 460.) He says:

"The condition (of the property) was very bad. * * * * I found the bridge all destroyed, as well as all the depot buildings at Delhi, and from Delhi to the Mississippi river. The track was a great deal of it washed away, and the crossties in a rotten and worthless condition. The road-bed was grown up with trees, bushes and briars, and was also covered in many places with large trees and logs, which had been washed thereon by the overflow from the Mississippi river. All the cars, as far as I know, were burnt or destroyed. I was present and saw several miles of the iron on the

eastern end of the railroad being removed by the Federal troops in 1864."

John Bishop swears as follows: "I was conversant with the railroad and the rolling stock belonging thereto; it was in a very bad condition; I had traveled along and near the road *from Monroe to Vicksburg*, at various times anterior to the sale. I know that a party of Confederate troops passed over the road, between Monroe and Delhi, with orders to burn everything belonging to the road that could be burnt. This was in 1863. Previous to that, in December, 1862, the Federal troops had destroyed the depots, buildings, bridges, cars, etc., between Delhi and the Mississippi river, as well as at Delhi. After this time no effort had been made, prior to the sale, to repair or run the road. In April, 1864, the depot, buildings, bridges and rolling stock, at and near Monroe, were destroyed, as I was told, by the Federal naval forces under Lieutenant Foster. I have seen since that time, and prior to the sale, the wrecks of locomotives and cars at Monroe. The cross-ties were pretty generally rotten, and a *great proportion of the road is under water every overflow*." (R., p. 461.)

Harry R. Smith testified as follows: "I know the property of the Vicksburg, Shreveport & Texas Railroad Company which was sold in 1866; prior to the sale and in 1865, I had passed along the road from Monroe to Delhi, and in 1866 was engaged in repairing the telegraph line along the road from Girard, nineteen miles east of Monroe to about thirty-six miles east of Girard. The condition of the road was bad; all the trestle work and bridges were destroyed or rotten and unfit for use; the ties, with an occasional exception, were of little or no use, being nearly all rotten; the road-bed was badly washed in many places; a great deal of the iron was burnt, bent, and twisted, and in a great many places washed off the road-bed with the ties; the track was overgrown with briars, bushes, and trees; the depot, buildings, shops,

&c., with the exception of one at Girard, and an old dilapidated building at Quebec, were burnt; the locomotives were all burnt or otherwise destroyed, except a few cars, which were in a rotten condition; two or three miles of the iron on the eastern end of the road was taken away by the United States Government troops." (R., p. 463.) See, also, testimony of J. G. Richardson. (R., p. 514.)

This testimony is corroborated by that of Delery, Hart, McEnery, and thirty other creditable witnesses, and there is not a tittle of evidence in the record to contradict it. (See also the answer of W. R. Gordon to the 28th interrogatory propounded by complainants, Record, p. 367;) and also that of the other defendants, all establishing the fact that they bought the *debris* of a railroad seventy-four miles in length, with the franchises of the company, and about ninety thousand acres of wild swamp and overflowed lands, and with but *two* buildings on the whole *route*, to wit: a small depot at Girard, worth about two or three hundred dollars, (see testimony of J. Hart, R., page—,) and an old, dilapidated building at Quebec, of no value whatever.

Thus it will be seen how greatly the court erred when it stated that "*the property sold consisted of a railroad* 190 *miles in length, with numerous water-stations, buildings, warehouses, depots, cars, locomotives, engines, bills receivable*, amounting to $40,000, *unpaid subscriptions, exceeding* $320,000, *and a large land grant, exceeding several hundred thousand acres of land.*"

The complainants' bill itself only alleges that *seventy-four miles* of the road had been completed, which had been damaged by the ravages of the war; and that the company had acquired 90,000 acres of land, and had *a contingent right* to about 300,000 acres more.

Now, the land-grant was made in *June*, 1856, and the condition upon which the grant was made was that the road should

be completed *within ten years*. The sale was made in *February*, 1866, and there were over one hundred miles of the road upon which no work had been done. To complete the road between February, 1866 and June, 1866, was an impossibility, and practically the grant had lapsed. (See act of Congress, Statutes at Large, vol. .)

Now, as to the value of the property:

As has already been stated, the bills receivable and the unpaid subscriptions were worthless. (See testimony of H. Gerson, Jr., pp. 495–496; and testimony of Hoffman, Rec., p. 493; and of W. W. Chapman, Record, pp. 504–505.) These witnesses were merchants residing in the country, and well acquainted with the inhabitants thereof, against whom said bills and unpaid subscriptions existed. (See also the testimony of Robert Dortch, sheriff at the time he testified, and also of Delery, recorder, both of whom, from their positions, were bound to know the pecuniary condition of the people. Record, pp. 517, 518, and 519.)

Dortch says: "The lands I consider worthless, being in the woods, subject to overflow, and burdened with the conditions of transporting the troops and property of the United States free. The mortgage notes and the notes or claims for stock I consider worthless." (Record, p. 518.) Gerson says: "The notes are generally upon persons who *are insolvent*," &c. (Answer to 4th int., R., pp. 496 and 497.)

James Hart says: "As to the lands granted by Congress, I consider them worse than useless, unless the road was completed, and even then, with the conditions under which they are granted, and with which the purchasers take them, I consider a hard bargain to take them for nothing, knowing the most of them, as I do, for I am well acquainted with the general character of the country where these lands are situated and with the lands. * * * The notes and claims I consider of no value. The

mortgage notes are secured by mortgage on parts of the 90,000 acres of wild, overflowed lands, which I have already said I did not think worth anything." R., pp. 511 and 512.

See also the testimony of Col. John McEnery, late fusion candidate for the office of Governor; of James D. McEnery, his brother, both lawyers of good standing and well acquainted with the people and values of the property in the country. See, also, testimony of the Rev. Dr. Lawson, R., pp. 525, 526, and 527.

Many of the witnesses were stockholders of the company, and testified against their interests. Time has shown the correctness of their judgment in regard to these claims, *as not one cent thereof has been collected.*

In regard to the claim against the city of Vicksburg, which C. G. Young (a *party and a witness in his own behalf*) considered so good, Mr. Hoffman says, in answer to cross interrogatories: "I have heard that the city of Vicksburg *offered* to pay the balance she owed on her subscription of $100,000 to the original stock, to-wit: $57,000 *if the owners would give to the city certificates for the whole subscription* and make the terminus as near Vicksburg as practicable; *and that the offer was accepted by the owners of the property.* But *Vicksburg failed to pay*, as she promised, and *this was the end of it.*" (R., p. 93.)

If the payment of this claim could have been coerced, is it probable that such a proposition would have been made and accepted, *as it was!* Or that the company would have failed to collect it? (See, also, answer of Jos. F. McGurie to 28th interrogatory, R., p. 423.) These claims were nearly all prescribed, as will appear from their dates.

Two gentlemen of integrity and intelligence, and who were well acquainted with the property, on their oaths appraise the property at $75,000. To show that the appraisement was *honestly* made, by proving that no one living in the country

where the property is situated would have appraised it higher than did the appraisers, *forty-three* disinterseted witnesses were examined as to the value of the property at the date of the sale; *and they all agree in fixing the value at* $75,000, *or at less.* These witnesses are gentlemen of the highest standing in the community where they live. Among them are merchants, planters, lawyers, physicians, ministers of the gospel, civil engineers, etc., and their credibility is unimpeached and unimpeachable.

There is no evidence in the Record to impeach the integrity or intelligence of the appraisers, but there is to sustain them. (See testimony of Stillman, R., p. 89; Bry, R., p. 115; Garrett, R., p. 85.)

Wadley, *Grant*, *Young* and Swan testify that the property was worth from $1,500,000 to $2,250,000! But of these witnesses, Wadley *alone had seen the property, or knew anything about its condition since the commencement of the war*, four or five years before the sale. *Swan* never saw any part of the road, except at its terminus at Monroe, on the day the sale was made. He was a total stranger in the country, having arrived in Monroe on the evening preceeding the sale, and left the place in the night following the day of sale. (See his answer to first cross-question, R., p. 110.) And none of his partners knew anything about the property for which they were bidding. Swan says *he thinks* some of them had *passed over the road.* And yet the counsel for the complainants say in their brief that Branner & Co., who bid at the sale, were *railroad contractors, who had worked on this road*; and to sustain the assertion they refer to page 422 of the record. On that page it *appears* that *W. G.* Branner & Co., contractors, received certain bonds, whose numbers are given. The Branner who bid at the sale was *Geo. M.* Branner, and not *W. G.*—but, in fact, no one by the name of Branner was a contractor on the road; by a typographical error in the *printed record*, used below,

W. G. Bonner & Co., as written in the original answers, was made W. G. Branner & Co. The counsel for complainants have the bonds of Bonner *in their possession*, and from *their numbers* must have known that they were not issued to *Branner & Co.*, even if they had ignored the original answers in the record. *Wadley*, *Grant* and *Young* are *parties* greatly *interested* in exaggerating the values of the property. The *forty-three witnesses* on the other side are *disinterested*. And the answers of all the defendants to the interrogatories propounded to them by complainants show that $100,000 was the highest price they were willing to give for the property, believing that to be its full value in the condition it was at the date of the sale.

Gordon testifies that Wadley had represented before the sale that the only way to realize any value from the property was to remove the iron to a market where it could be sold, and *that it might be worth* $50,000. This testimony of Gordon is uncontradicted, although it was taken and filed in the suit *months* before Wadley testified. Beside, Wadley represented to the stockholders at their meeting in 1865 that the bonds of the company were selling in New York at from ten to fifteen cents on the dollar, and he offered to sell a part of his bonds to Mr. Ray at twenty-five cents on the dollar. (See testimony of John Ray, R., p. 380; and of Gordon, R., pp. 360, 361 and 362.)

When asked, on cross-examination, if he had not made this representation of the value of the bonds to the stockholders' meeting, Wadley admits it, but says *he afterward learned* they were the *spurious bonds*.

Who would buy spurious bonds at any price? Or who would buy one lot of bonds at ten cents when the bonds of same series were selling at par, or at anything approaching par? The explanation is unsatisfactory and incredible. But he does not attempt to explain his *liberality* in offering to sell *his* bonds to Mr. Ray

at from twenty to twenty-five cents, when he "*considered them good*," as he testifies afterward. Good for what?

If the bonds were worth only fifteen cents on the dollar, it is certain that the property mortgage to secure their payment could not be worth a million and a half of dollars; nor much over the tenth part thereof.

On the other hand, if the property were worth a million and a half of dollars, and the mortgage notes and unpaid subscriptions were good, why did President Wadley and the stockholders of the company despair of being able to raise $266,000, *supposed* to be necessary to repair the road, and $232,000 of obligations? The unpaid subscriptions and mortgage notes alone would have been nearly sufficient to pay the debts and make the repairs, *provided said assests had been good*, and there would have remained "a railroad 190 miles in length, with numerous water-stations, buildings, depots, depot-grounds, cars, locomotives, engines, wagons, machinery," * * * "and a large land-grant of several hundred thousand acres, together with the franchises of the company," according to the theory of the complainants.

Again, if the property were worth $2,250,000, or $1,500,000, why did the complainants complain of injury resulting from the agreement of Horne, by which $500,000 of bonds were to receive one-third of the whole property? Viewed from every standpoint, it is manifest that complainants' demands are unjust and unfounded.

Great stress has been placed by complainants upon the report of Engineer J. W. Green, made in 1865, to show the value of the road and the extent of the injury and damage done the railroad during the war. Mr. Ray and others have explained how and why this report was made. The report is not sworn to. *This same engineer* was continued in the employ of the purchasers, and, in 1870, his report shows that, *up to that time* the *actual cost*

of reconstruction was $490,769 10. This did not include salaries of officers, nor *the cost of rolling stock*. And since then the *additional cost of construction* exceeds $200,000. In this respect he says, "The cost of the foregoing work *is considerably in excess of estimates previously submitted*, estimates based upon what was considered ample to make the necessary *repairs;* but *in the execution it was discovered that a very small percentage of the old work could be utilized;* THE SUPERSTRUCTURE WAS COMPLETELY WRECKED, and the *re-establishment of the line was characterized, in this respect, with the same expense attending the construction of a new road.*" See new record, page 121.

It has already been stated that the *levees* were destroyed in 1862 and 1863, and nearly the whole road was annually overflowed by the Mississippi river, which washed the road-bed away in many places, and injured it greatly along the whole *route*. From 1862 to 1866 the road was not operated, and briars, vines, and even *trees* grew upon the road-bed; in many places the rails were buried by the sediments of the waters of the Mississippi and decayed vegetable matter. No one not familiar with the character of the country through which the *route* of the road lay, and its condition during the war, and since, up to 1866, can form any conception of the value of property situated there. Along the whole line of the road, through Madison parish, every plantation was abandoned and almost every dwelling house and gin house in that country was destroyed. In 1865 and 1866, nay, even now, plantations which before the war would have readily sold at from $75 to $100 per acre, have been sold at from $1 to $5 per acre. Many of them are abandoned for the taxes.

At the close of the war many Southern railroads sold for mere trifles, in comparison with their original costs.

In November, 1874, at a public sale at New Orleans, the

Mobile and Texas railroad and branches were sold *for cash*. The property was sold in parcels, as follows:

"First, the section of the railroad commencing on the west bank of the Mississippi river, near New Orleans, at Westwego, for the distance of seventy miles to Donaldsonville, near the Bayou Lafourche, and beyond that point toward Vermillionville, being the portion completed or nearly completed, with the rolling stock, engines, cars, depots, stations, tracks, superstructures, rights, privileges, franchises, and whatever else belongs to or is pertenent to the same," &c.

This comprised the road *just built*, 70 miles in length from New Orleans to Bayou Lafourche, well equipped as a first-class railroad, and with all the necessary buildings for the operation of the road. It sold for $325,000. The 2d division, from the Lafourche to the river Sabine, and the branches to Baton Rouge and to Shreveport, sold for $50,000. The 3d, from Brashear City to Vermillionville, sold for $50,000. The 4th division, *from the river Sabine to Houston, Texas*, a distance of 108 miles, *an old road*, with all the iron rails and superstructure, &c., sold for $25,000.

(For lengths and descriptions of the property sold, see American Railway Directory of 1873, page 281.)

This sale was made under a judgment procured by John A. Campbell, as attorney.

These sales are mentioned to show the value of railroads in the South. I know of no better test of the value of property than a public sale; all other modes of valuation are only supposed or speculative.

Again I would call the attention of the Court to the testimony of Waddell, who declared his willingness and readiness to give up to anyone his share in the property for what it had cost him. (Ans. 35, R, p. 453.) And James Hart says he was offered after the sale a share in the purchase on the same terms with the

original buyers, but that he declined it, notwithstanding he had the money to invest and wanted to invest it; he declined because he considered the purchase a hard bargain for the buyers, in the condition the property and country were at the time. 4th an., R., p. 412.

It is said that *Ludeling* bid $525,000 at the first offering, and this is referred to as proof of the value of the property. Ludeling and *all the defendants* distinctly and positively swear that *Ludeling* was limited in his bidding for himself and associates to $100,000, which was the highest they were willing to give for the property; and they all swear that the bids in excess of that sum were for *Horne and his principals*, and that the bids were made for them *at the request of Horne*. (See 14th answer of Ludeling to interrogatories, R., p.—, and answers of Gordon, R., p.—, Waddell, R., p.—, Stubbs, R., p.—, Robt. Ray, p.—, Baker, p. —.) And Horne corroborates this testimony, although he tries to evade giving a direct answer to the tenth cross-interrogatory. (See the question and the answer, R., pp. .)

The Court further states that Ludeling *admitted* that *he was offered* $600,000 for his bid, and the *offer was rejected*.

It is most respectfully submitted that this is not a correct statement of Ludeling's testimony.

He testified that *Swan* (who had bid $550,000, and had refused to comply with his bid) *said he* would give $600,000 for the bid, but he added that he did not consider this a serious offer, and he treated it lightly, as Swan and his friends had just shown their utter inability to pay the cash portion of their bid. (See answer to 35th interrogatory of Ludeling, R., p. 349; Waddell, p. 453; Baker, p. 405.)

Swan himself says he thinks he "was walking out of Ludeling's office" when he made the proposition above-mentioned; and he adds: "He may have asked me what security would be

given for the building of the road, but I regarded all his actions as indicative of a determination to hold the property in any event, and *so paid little attention to any of his declarations.*" Can it be supposed after this answer that he was serious in making this proposition?

I submit that the valuation of the property by the appraisers is proved to have been correct, unless the testimony of the forty-three witnesses sworn in behalf of the defendants is to be disregarded. They are persons of the highest standing in the community where they live, and there is nothing in the record to impugn their integrity or to question their intelligence.

But suppose the valuation had not been correct, *that* would not affect the validity of the sale, else sheriff's sales would be the worst species of lotteries. The law requires an appraisement, and that the property shall bring two-thirds of its *appraised* value; but the law does not declare the sale invalid unless it be appraised *correctly* or unless it bring two-thirds of its *actual value*. If the appraisement were *honestly* made it matters not whether it was a correct valuation or not. There is no lesion in judicial sales. Civil Code, art. 1863; art. 2572. In 9 Annual La. Report, 98, the Supreme Court declares, "Lesion is no ground for the recission of a judicial sale." The benefit of the appraisement is for the advantage of the *debtor*, who may waive it, and *creditors* have no right to complain.

That the appraisement was not honestly and fairly made no one has attempted to establish by evidence. On the contrary, the defendants have introduced a great number of witnesses, from every profession and occupation in life, to show that almost everybody in the parish who might have been called upon as an appraiser would have appraised the property as low as did the appraisers.

The good character and intelligence of the appraisers have also

been proved by the witnesses called by the complainants. (See testimony of O. D. Stillman, and Richardson, and Garrett, and Bry.) Stillman says: "I have some acquaintance with F. C. Jones and Mr. M. A. Duvall; *believe them to be gentlemen of integrity and good character*—have never heard anything to the contrary. I knew Mr. Duvall for several years while he was employed on the road, and *believe him competent to form an estimate of the value of the property.* I am unacquainted with the extent of Mr. Jones' knowledge of such property." R., p. 89.

And yet the Court says: "A farcical appraisement was made at the last moment, obviously intended to facilitate a hasty sale for a nominal price." In another part of the opinion it is said it is impossible for the appraisers to have made a fair appraisement in so short a time. The laws of Louisiana regulating the sales of real estate, and the capacity of parties to purchase, in the State, may be bad laws, but it is respectfully submitted, that, while in force, effect should be given to them within the territorial limits of the State.

The appraisers were appointed, after due notice from the sheriff, for the requisite time fixed by law. (C. P., art. 671.)

Neither appraiser had any interest in the suit; both were sworn and acted in conformity with law, and no evidence has been offered of any effort, on the part of anybody, to influence them, and their estimate of the property is supported by the concurring testimony of forty-three *disinterested* and *credible* witnesses. The plaintiff and defendant were notified *two days* before the sale, according to law. The presumption is that the appraisers were selected at once, if they had not already been selected by the parties, who are presumed to know the law, and that the appraisers only reduced to writing their conclusions and agreement, after conference between themselves, on the day of sale, when they swore to their appraisement.

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The appraisers were appointed, after due notice from the sheriff, for the requisite time fixed by law. (C. P., art. 671.)

Neither appraiser had any interest in the suit; both were sworn and acted in conformity with law, and no evidence has been offered of any effort, on the part of anybody, to influence them, and their estimate of the property is supported by the concurring testimony of forty-three *disinterested* and *credible* witnesses. The plaintiff and defendant were notified *two days* before the sale, according to law. The presumption is that the appraisers were selected at once, if they had not already been selected by the parties, who are presumed to know the law, and that the appraisers only reduced to writing their conclusions and agreement, after conference between themselves, on the day of sale, when they swore to their appraisement.

In an experience of more than a quarter of a century, I have never known an appraisement of property to be sold at judicial sale made before the day of sale. It is unquestionably the usual practice in Louisiana to make the appraisement on the day of sale, and this practice is sanctioned by law.

Why was it impossible for the appraisers to make the appraisement "*in so short a time*," if they were acquainted with it beforehand? That they were well acquainted with the property is abundantly proved. Whatever else the *monition* may have decided, it is certain the judgment in that proceeding is *res judicata* as to any *irregularity* or *illegality* of the appraisement. (See 2 sec. of the monition law, Ray's Revised Statutes, p. 494.)

The Court says: "The sale was made under an *ex parte* order, obtained from a judge in chambers on the 23d day of December, 1865, at the suit of Gordon, who described himself as owner of four of the mortgage bonds, upon which interest coupons amounting to $720 were due and remained unpaid. The petition for the order of sale did not aver that Gordon was the owner or bearer of the mortgage, or that he had any rights therein superior to the rights of any other bondholder for whom the mortgage was a security. It might, perhaps, be doubted, therefore, whether under the law of Louisiana he was in a condition to petition for executory process for a sale of the mortgaged premises, and whether the judge had any authority on his petition to order a sale. No question of this kind, however, is seriously made here, and we proceed to notice at once the manner in which the process was used, the proceedings prior to the sale and at the sale, and the actions and relations of the purchasers. Gordon's petition made no disclosure of the name of any other holder of bonds secured by the mortgage. Ostensibly he sued for himself alone. He asked for no notice, and none was given, of his application to any other bondholder, though there were

seven hundred and sixty-one bonds outstanding, held principally in other States. The order of seizure was granted by the judge on the 23d day of December, 1865, but it was not filed in the clerk's office until Saturday, the 30th of that month, late in the afternoon, and on that day the sheriff made a seizure and served a notice thereof upon H. M. Bry, who was then acting as the president of the corporation, and who subsequently became one of the purchasers at the sale."

All executory orders are obtained ex parte. It is in the nature of a mandate to the clerk of the court to issue *an execution* on a *judgment confessed*. C. P., Art. 732. "An act is said to import a confession of judgment, in matters of privilege and mortgage, when it is passed before a notary public, or other officer fulfilling the same functions, in the presence of two witnesses, and the debtor has declared or acknowledged the debt for which the privilege or mortgage is given." C. P., Art, 733. "When the creditor is in possession of such an act he may proceed against the debtor, or his heirs, by causing the property subject to the privilege or mortgage to be seized and sold, on a simple petition, and without previous citation of the debtor, in the manner laid down in the third paragraph, second section, third chapter of the first part of this Code." C. P., Art. 731. See Code of Practice, Articles 63, 98 and 206.

It was unnecessary to allege that he was the owner or bearer of *the mortgage*, as he did allege that he was the *owner* and *holder* of the *bonds*, which were secured by *the mortgage*. "A mortgage is *accessory* to a *principal obligation*, which it is designed to strengthen, and of which it is to secure the execution." C. C., 3251. The accessory necessarily follows the principal obligation. It was not necessary that Gordon's petition should disclose *the names* of any other holders of bonds secured by the mortgage.

He described the mortgage and the whole number of bonds

which were secured by the mortgage, and made the mortgage a part of his petition, a certified copy whereof is annexed to his petition. This would have been all that was necessary to do, even if the bonds had not been made payable to *bearer;* but being made payable to *bearer*, it was impossible for him to name the owners or bearers thereof.

It is said he sued *ostensibly for himself alone.* If by this is meant that *his object in suing was to collect his own debt*, the statement is true; but if the sentence is intended to convey the idea that he asked for the sale of the property *only to pay his own debt*, it is erroneous. His prayer is for an *order* of seizure and sale against all the mortgaged property, according to law, "in order to pay the interest coupons or warrants now due and unpaid, and the accruing interest on the bonds and the bonds at their maturity respectively, and that the proceeds of sale be disposed of according to law." Thus it appears he prayed for the sale of all the mortgaged property, to pay *all the debts secured by the mortgage.* It was the only order that it was possible, under the law, to obtain.

"The mortgage is *a real right* on the property bound for the discharge of the obligation. It is in its nature *indivisible*, and prevails over all the immovables subject to it, and over each and every portion of it." C. C., 32, 49; C. P., Art. 686; 11 La. Rep., p. 72, Rice vs. Smith; 16 La., Pepper vs. Dunlap, p. 163; 1 Rob., 224; 1 Rob., 295; 6 Rob., 461, Robinson vs. Aubert; 10 Rob., 49, Bank vs. Smith, et. al.; and 18 An., 537.

The principle decided in Gue vs. Tidewater Company is embodied in the textual provisions of the Louisiana Code, which forbid the sale of the working animals, or implements, &c., on a plantation, for its use, *separately* from the plantation, &c.; but it has no application in this case, where the *whole property was sold to pay the whole debt.*

It is said "the order was granted on the 23d December, 1865, *but it was not filed in the clerk's office* until Saturday, *the thirtieth of that month, late in the afternoon*, and on that day the sheriff made a seizure," &c.

There is no evidence in the record to show that the order was *not filed in the clerk's office* until 30th of December, late in the afternoon. The *sheriff's return* on the writ shows that the *writ* was placed in *his hands* on the 30th, late in the afternoon. The papers could not have been prepared in time to be delivered to the sheriff if they had *been filed in the clerk's office* late in the afternoon of the 30th December, even if no notice had to precede the issuing of said writ.

The order was obtained at the domicil of the judge, about forty miles from Monroe, and there was no railroad communication between the two places. The messenger returned late on the 24th. The 25th was *dies non*, and the petition *was filed* in the clerk's office *on the twenty-sixth* of December, 1865. On the *twenty-sixth of December*, 1865, *a notice of the order of seizure and sale* was issued *by the clerk*, and on the *same day* it was received by the sheriff and served according to law, *as appears from his returns* on the copy of the notice of the order of seizure, which the law requires should be given *three days* before the seizure of the property could be made. Old record, pp. 222, 223. C. P., Art. 735. This was all the notice required by law to be given, except the advertisement in the paper and the posting thereof in two public places, which advertisements were made.

It is also a mistake to say that Bry became *a purchaser at the sale*. The evidence shows that after the property had been bid off by *Bramer & Co.*, Bry handed to Ludeling one bond which belonged to him, and requested Ludeling to collect what was coming to him; that subsequently, when Ludeling and associates bought the property, Ludeling received and paid over to

Bry his *pro rata* of the price bid, and that sometime afterward, having learned of the agreement between Horne and Ludeling and associates, by which the bondholders could choose to take their *pro rata* of the price or an interest *in the purchase*, Bry asked permission to become interested in the purchase to the extent of his bond. (See Bry's answer to 15th interrogatory, R., p. 412; to 43d interrogatory, p. 416.) And all the defendants corroborate his evidence. Swan himself corroborates this, (see his answer to 6th interrogatory, R., p. 109;) and there is no evidence whatever to contradict it.

The Court says: "From the sheriff's return, as first made, *drawn up by J. T. Ludeling, Gordon's attorney*, and one of the purchasers, the *sheriff exacted an illegal and onerous condition*. The condition was, that the purchaser should pay cash to the interest coupons then due, with credit to meet the immature interest and bonds, *and should give bond and personal security for the credit portion of the bid*."

This statement contains two errors; the first is in stating that *Ludeling, Gordon's attorney*, drew up that portion of the sheriff's return which was corrected by the sheriff.

Ludeling *did not* draw up the sheriff's return. *He did* draw up *that portion of the return which recited what occurred before the sale, but not what occurred at or after the sale*. The portion of the return drawn up by Ludeling *is in his own handwriting on the back of the writ*, and is signed by *N. L. Hardy, the deputy sheriff*.

The sheriff testifies as follows: "At my request Mr. Ludeling wrote my returns for me on *the back of the writ up to the time of the sale*. It is in strict accordance with the facts, and truly represents what was done in the matter. I asked Mr. Ludeling to write my returns for me, because I was unwell when the several acts therein mentioned were performed, and when that portion

of the returns was written. The *balance of the returns I wrote*, with the advice and assistance of Ludeling, the attorney of Gordon, the plaintiff, and of Mr. Stubbs, one of the purchasers of the property. I generally get the attorney interested in the business to assist or advise me in making out my returns and deeds when I sell real estate. After I had written my returns, my attention was directed to some inaccuracies in my returns; and, in open court, I asked permission to correct my returns, and the Judge told me it was my duty to correct them whenever they did not exactly conform with the facts, even without the permission of the Court; and I then made the amendments, which are to be found on my returns, to wit: I stated in the original returns that Judge Swan tendered me $3,600 in full payment and satisfaction of his bid. In the amendment I stated that he tendered me $3,600 to pay the coupons past due, which had been protested, and which amounted to $3,369, and *which he said was all he would pay*, and requested me to return to him the change, or difference between the two sums. In the original returns I said that Judge Swan had failed to comply with the terms of his bid by paying the coupons past due, then presented for payment, *and by giving bond and security*, I again offered the property for sale. In amending my returns the words 'by giving bond and security,' were erased by me at the time of amending my returns, *as the statement was inaccurate*, NOTHING HAVING BEEN SAID ABOUT THE CREDIT PORTION OF THE BID. My opinion was that bond and security for the credit portion of the bid would have to be given; and I stated this as one of the things wherein he had failed to comply with his bid, *as a conclusion of my own*. Nothing was said about the credit portion of the bid by me to Swan, or by him to me; and I stated at the end of my returns that the erasures in pages 3 and 7 were made by me before signing." Ans. 13th, R., p. 371. See answer

of Ludeling to 1st interrogatory, R., pp. 328 and 329; answer of Stubbs, p. 385; of Baker, p. 395.

Ray says to interrogatory 13th: "The petition and the orders thereon are written in his (Ludeling's) handwriting, and the *first part* of the sheriff's return on the writ of seizure and sale, up to where it is signed by M. C. Hardy, sheriff, by N. L. Hardy, deputy sheriff, *which is the portion of the proceedings had on the writ previous to the day of sale.*" (R., p. 377.)

The second error is in inferring that the said illegal conditions were exacted of Branner & Co. The evidence already referred to shows that said conditions *were not exacted.*

So does the testimony of *Swan*, who represented Branner & Co. at the sale. *He says:* "Ludeling and Stubbs were present at the time of the tender to the Sheriff, and insisted that the Sheriff should collect a large amount of coupons detached from the bonds of the company, and which coupons, though past due, *had never been presented at the place where they were payable for payment.* THIS DEMAND I REFUSED, *whereupon* the Sheriff, under the instructions of Ludeling or Stubbs, or one of them, declined to receive the money tendered him, and declared that he would sell the road and all the property of the Company again; against all of which I protested." R. p. 109, answer 5th.

It appears further, from the evidence, that when the discussion arose between *Swan* and those who presented bonds for payment, the Sheriff stated that he would be guided by *the terms of the writ*, which he *read again.* The terms of sale were published and were read aloud at the sale.

In further corroboration of the Sheriff's statement that he *thought security* had to be given, as in ordinary credit sales, he *recites* in the Sheriff's *deed* that the *terms* of sale were cash for the past due coupons, and for the credit portion bond and per

sonal security had to be given. Whereas the terms of sale fixed by the order, and advertised, were *cash to pay the interest coupons past due*, and on terms of credit to meet the falling due or maturity of the interest and the bonds to mature." *This order was prepared by Ludeling.* In another part of the opinion the Court says: "Indeed, Ludeling appears to have had complete possession of the Sheriff. *He drew up the Sheriff's return*, carefully stating in it all the requirements and formalities of the law had been complied with in the second offering as they had been in the first, and he was, as the evidence shows, most active in defeating an adjudication to Branner & Co. on their large bid."

That Ludeling did not draw up this portion of the returns has already been shown above.

That he had complete possession of the Sheriff, it is respectfully submitted, is not proved by any witness or evidence in the record. *Swan* says Ludeling and Stubbs *advised* the Sheriff, and in another place he says: "The Sheriff was certainly directed by Ludeling and Stubbs, *as I have already stated*," &c. Horne and all the witnesses swear that *all Ludeling or Stubbs did in connection with the sale was publicly done in the presence of the crowd present*, and all that they or either of them did was to insist upon having the coupons past due, which were presented by them, paid by Branner & Co., or for a re-offering of the property for sale, according to law. (See answer of Delery to 5th interrogatory, R., p. 519.)

Horne says: "Mr. John T. Ludeling did direct and advise the Sheriff at the sale, *at least he gave him his opinion about what was necessary to be done to comply with the order of the court*, all of which was done publicly and in the presence of the crowd of persons present at the sale," &c. (R., p. 69.)

Ludeling swears: "The advice and assistance I gave the Sheriff in the proceedings under the order of seizure and sale, in

the suit of Mr. R. Gordon *vs.* the Vicksburg, Shreveport & Texas Railroad Company, were to aid him *faithfully* and *honestly to discharge his duties*, under the law. I had no other object." (R., p. 341.)

This was not only a right, which Ludeling, the attorney of the plaintiff in execution, might exercise, but it was his duty to demand payment or a new sale, and it was the bounden duty of the Sheriff to do it, even if Ludeling or Stubbs had not *advised* him to do it. (Code of Practice, art. 689.)

And the Supreme Court of Louisiana expressly decided this question in the suit of *Branner & Co.* vs. Hardy, Sheriff, *et al.*, in 18 An., p. 537.

There is not a particle of evidence that Ludeling or Stubbs, or any one, gave Hardy, sheriff, corrupt, or illegal, or improper advice, or that the sheriff did anything which it was not his duty to do under the law. The acts of the sheriff were passed upon by the Supreme Court in a contest relating to said sale, and that court sustained the acts of the sheriff; it should, therefore, be regarded as settled. (18 An., 537.)

The Court says *because* Branner & Co. "failed *to pay at once* the interest coupons then due and presented the sheriff immediately re-offered the property for sale." The evidence proves that it was because Branner & Co. *refused absolutely to pay any of the coupons which had not been protested* that the sheriff re-offered the property for sale. The testimony of Swan himself proves this. (R., p. 109.)

The Court says: "Were there nothing more in this case than is narrated by the brief history thus given, *which is uncontradicted*, it would be difficult to characterize the transaction as anything less than a great wrong," &c.

It is most respectfully submitted that it is in supposing that the statements, in that narrative of the history of the case, are

uncontradicted or that *they are correct*, that the Court has fallen into errors, which led the Court to the conclusion to which it came.

The Court says: "The great body of bondholders could have known nothing of these proceedings to sell the mortgaged property."

The property was advertised for sale according to law. And as a matter of news it was published in the New Orleans *Picayune*, at least. Rev. Dr. Lawson testified that the advertisement of the sale was generally known throughout the country. (R., p. 526, ans. 6.) Horne, who had been sent by a number of bondholders residing in Georgia and elsewere to Louisiana to foreclose the mortgage, met Gordon in New Orleans about the 9th of January, 1866. Gordon then informed him of the proceedings to sell the property. The knowledge to the agent was knowledge to his principals. There was nothing to prevent Horne from communicating the information to his principals. He had twenty-three days in which to give the information, and the probability is he did inform them of the sale. But at any rate Gordon gave all the notice which he could have given through the ministers of the law, and all which the law required him to give.

It is said "they were not offered an opportunity to attend and bid at the sale, or pay off Gordon's small claim." There is no evidence to show that they were prevented from doing so, or that any effort was made by Gordon or any one else to prevent them from doing so. On the contrary, Horne, their agent, was present at the sale, and if he had had money he might have bought the property for himself or for his principals; and he did bid at the sale (through Ludeling) with a view of getting as large a price for the property as possible, so as to increase the *pro rata* of the bondholders represented by him, Horne.

It is said that *neither the bondholders nor their trustee were consulted* by Gordon. The mortgage in this case is Louisiana mortgage, *hypotheque*, which is a confession of judgment in favor of *each* and *every holder* of one of the bonds, the payment whereof is secured by a *real right* on the property mortgaged. C. P., art. 733, 734.

There is no *truster* in such a contract under the laws of Louisiana. Each holder of a bond, secured by the mortgage, had the *right, independently of all others*, to foreclose the mortgage; but he could do it only for the payment of *all the bonds;* and each and every bondholder, not excluding Gordon, had a perfect right to bid at the sale for himself or in connection with others.

This is the law in Louisiana, and a large portion of the titles to real estates in Louisiana has been acquired in that way. (5 N. S., 149; 1 R., 225; 2 An., 242; 11 La., 72; 16 La., 163; 18 An., 537; 8 La., 423 and 424.)

The mortgage in this case is a Louisiana contract, and it was intended to be executed in Louisiana. The sale was under a judgment of a court of competent jurisdiction in Louisiana, where the property is situated. The laws of Louisiana should therefore control. Story's Confl., Sec. 365; 6 Wheat., 597; 7 Cranch., 115; 9 Wheat., 566; 2 Black., 609; 9 Wallace, 27-31.

The Louisiana mortgage is *entirely different* from the common-law mortgage; and all persons familiar with the laws of Louisiana will be surprised to hear that the holder of one installment of a debt, or of one of a series of bonds, secured by the same mortgage, is a *truster* for the others, and cannot buy at the sale provoked by himself, under a foreclosure of the mortgage.

The Civil Code declares that "all persons have the capability to contract, except those whose incapacity is *specially declared by law*," &c. Art. 1775. "All persons may buy and sell, excepting those *interdicted by law*." (Art. 2420.)

The Code of Practice declares "the *debtor* may himself bid for the property seized and offered for sale, on the same terms as every other person. The case is the same *with respect to the judgment creditor.*" (Art. 688.)

In Poultney vs. Cicil (8 La. Rep., p. 423,) the Supreme Court of Louisiana said: "Under our law regulating sales under execution (and executory process) to the highest bidder, *mortgagees are not declared incapable of buying*, and the *universal practice has been the other way.*" In Preston *vs.* Plympton (4 An. 356) the court declared that "everyone, *not prohibited by law*, may buy or sell." See also 24 La., 551—Millondon *vs.* Allard.

There is no law that *prohibited Gordon*, the holder of some of the bonds, from buying at the sale; and as a *judgment creditor* he is expressly authorized by art. 688 of the Code of Practice to buy at the sale provoked by himself. Nor are any of the defendants, *whether directors or not*, prohibited from buying by any law in the codes or statutes of the State of Louisiana. Surely there can be nothing wrong in doing what the law of the State expressly permits or authorizes. It is certain that in the courts of Louisiana, which are courts of law and equity, the complainants could not successfully attack the title of defendants. Is it possible that a foreigner, or a citizen of another State, can have greater rights (by going into another jurisdiction) than a citizen of Louisiana would have?

The court erred in saying Stubbs was *a director*. Messrs. J. Ray and Baker, *alone* of the *purchasers*, were directors, and J. Ray was absent and knew nothing of the agreement between Ludeling and associates, or between Ludeling and Horne.

The Court states that J. T. Ludeling was appointed the agent of Parham, Ray, Baker and others to make the purchase of the property, &c. Ludeling never was a party to that agreement,

and was never the agent of said parties, acting under that agreement. See testimony of Baker, R., p. 379.

And it is respectfully submitted that there was nothing improper in the agreement, which contemplated raising a fund to enable the parties to bid for the property whenever it should be offered for sale. See testimony of Baker, p. 402.

The Court says: "Ludeling told Horne that Gordon had no authority to make such an offer or consent" (to stop or discontinue the sale). *Horne alone* says anything of the kind. There is no allegation to that effect in the bill of complainants. Had the attention of the defendants been directed to this question by the bill, it could have been positively disproved, for it is not true.

But the record, as it is, shows that Horne's statement is not probable.

Gordon swears that *he* offered to discontinue his suit if Horne desired it; but *Horne insisted that he should not do so*, as it would save him expenses and shorten his stay in Louisiana. This statement of Gordon's is admitted to be true by Horne; and that is the only conversation on that subject that Gordon says they had. This statement of Horne is improbable on its face.

It would have been absurd for Ludeling to have said that the *plaintiff* could not *discontinue* his proceedings at pleasure. Mr. Horne is well informed in law, and *he knew* the plaintiff could stop the sale if he chose.

From this statement of Horne, the Court *infers* that Ludeling and associates, under their agreement, had acquired the right to control the sale, &c. There is nothing like that in the *written agreement* between Ludeling and associates, which *all the defendants swear* was *the only* agreement or contract between them; and the uncontradicted answers of Gordon, that *he alone owned* the bonds in suit, or *was interested in his suit*, is corroborated by

the concurring answers of *all* the defendants to interrogatories propounded by the complainants.

They *all swear they had no interest in the bonds or suit of Gordon;* and yet the Court *infers* from that remark of Horne, not responsive to any allegation in the proceedings, and unsupported by any other evidence, that *they were interested*, and *had control of the suit*. Fraud is never presumed!

The only conversations Ludeling had with Horne were with reference to the *terms* upon which the proposed "clubbing" of bonds and money for the purpose of bidding against Branner & Co., or others, should be made. Ludeling owned no bonds, nor did any of his associates, except Gordon. How could they have become parties to the agreement between the Georgia bondholders, which Horne says he wanted them to do, since that agreement, *by its express terms*, was to include only the "undersigned bondholders?"

It is a great error to say Ludeling "*persuaded*" Horne to violate his instructions and to sacrifice the interests of his constituents. There is no *allegation* of the sort in the bill, nor is there any proof of it in the record. *Horne* says: "With these persons *I connected myself after making many* and *various offers* for the purpose of securing a better share or interest in the property for myself and those I represented," &c: R., p. —, ans. 3.

In his fourteenth answer he says: "After *various unsuccessful attempts* on *my part* to obtain better terms from Ludeling & Co., *and having no money in hand to contend as a bidder for the property at the approaching sale*," &c., &c., "and believing that the offer of one-third interest in the property for $500,000 in bonds was the best I could get from them, I agreed to accept it for myself," &c. Ans. 13th, R., p. 69.

Nor did Ludeling know what Horne's instructions were. He

had heard that Mr. Horne had come to Monroe to foreclose the mortgage, and to buy, at the sale, for himself and principals.

Ludeling had no idea that the agreement with Horne was in violation of his trust, when it was made; nor can he conceive now that it was. The agreement was not to *suppress bidding*, for Horne had told the parties that he had *no money*, and the sale was *for cash*, to the extent of the past due coupons. Mr. Horne is a person of large experience and intelligence, and is not a person who could be deceived or misled by anyone. Not being able to bid at the sale, because he had no money, he entered into the agreement by which he was to become interested to the extent of the value of his bonds; and he secured the same right for his principals, *if they chose to ratify his act.*

What else could he have done? He had been sent to Louisiana to foreclose a Louisiana mortgage, and to buy the property for *himself* and his *principals*, representing about 150 bonds; and for that purpose he had had the *coupons on ten of his bonds protested.*

When he arrived at Monroe he found the property advertised for sale under the mortgage. He had no other right to interfere than to cause the proceeds of the sale to be brought into court for distribution among the various owners of the mortgage debt, if there were any dispute among themselves as to its distribution. 8 Rob., 467, City Bank vs. McIntyre.

The property could not have been sold under that mortgage, at a forced sale, in any other way, or on any other terms, than in the manner and on the terms it was advertised for sale.

All the proceedings being regular, (this Court has said that the *forms* of law were scrupulously observed,) the sale could not have been stopped, except by the payment of Gordon's debt. This the stockholders had declared they were unable to do. The company had not a cent in its coffers, and its obligations had been protested, and Mr. Horne declares he had no money with

which to buy the property. He, therefore, tried to obtain the assent of Ludeling & Co., to let him and *his friends* join their association, formed solely to enable them to bid at the sale in competition with Branner & Co., or other bidders. The terms were agreed upon. Horne bound himself, and secured the *same advantages for his friends*, subject to their approval.

Wherein, in all this transaction, did *Horne himself* violate any trust? *He* couldn't foreclose the mortgage, because it had already been foreclosed. He could not buy for his principals and himself, because they had not furnished him the means necessary to enable him to buy, and could not stop the sale for there existed no valid cause for so doing.

His trust was, therefore, at an end. But he himself owned 25 bonds, and he made the best arrangement he could with parties who had raised a fund to enable them to bid at the sale; and he took especial pains to secure the same advantages for those who had sent him to Louisiana. And *if their valuation of the property be correct*, he secured for them an interest in the property greater than the amount they were to contribute *in bonds with accrued interest*, and under any circumstances equal to the *value* of their bonds.

It may here be asked if Gordon, a *mortagee*, cannot buy at a sale provoked by him under the mortgage, how could Horne and his principals, *all mortagees* and *some of them directors*, have purchased under a foreclosure of the mortgage by themselves? And how could Horne have been guilty of a violation of a trust, if the obligation imposed by that trust was prohibited by equity?

The Court says that the agreement between Horne and Ludeling "reveals apprehension that the sale might be stopped by injunction, or declared null and void." At the time the agreement was signed, Garrett's *injunction was pending*, and Horne did not know what might be the result of the litigation; it was

in consequence of this that Horne insisted upon inserting that stipulation. R., p, 350, ans. 36.

Allusion is made by the Court to the fact that $2,500 was paid to I. Garrett, for his worthless stock, and the discontinuance of his injunction suit, as indicative of a fraudulent purpose on the part of the defendants. The Court overlooked the facts that Garrett's injunction *had been set aside* by Gordon by giving bond, according to law, *when his proposition was made to Ludeling and associates*, and that said injunction was no longer in the way of the sale; and the further fact, that Ludeling and associates only agreed to his proposition *in the event* they were the purchasers.

These facts clearly show that the motive of Ludeling and associates was to get rid of a litigation, and to prevent other suits of a like character, which might throw a cloud upon their title and prevent them from using the property as a basis of credit to raise money to build the road.

Garrett's injunction was *frivolous*, as will be discovered by an examination of his petition, to be found in the record; but capitalists will seldom take the trouble to look into the nature of a suit about property, which they are asked to take as security for money to be loaned. R., p. 350.

Had we known that we were to have litigation, other than that injunction, it is quite certain that we should have rejected his unjust proposition.

Under that agreement the bonds held by Horne were not to be under the control of Ludeling and associates, *except in the event* that they became the purchasers of the property; so that when Branner & Co., were declared the adjudicatees of the property Ludeling *had nothing to do with Horne's bonds under said agreement, nor did he, in fact, have anything to do with them*, except the bonds of Wadley, which Mr. Gordon had requested him to collect, and which Horne also, on the day of sale, had requested

Ludeling to present for collection. The bonds which Horne brought from Georgia were brought to the sheriff's office by Judge Ray, *at the request of Horne*, who had deposited them in the safe of Messrs. Ray, and *Horne himself demanded payment thereof.* R., p. 408, ans. 15.

Horne had told Gordon he had an order for Wadley's bonds, but he never presented the order, and the bonds remained in the possession of Gordon upward of a year after the sale, and long after the institution of this suit.

That Ludeling had the right to present the bonds of Gordon, Bry and Wadley cannot be seriously questioned; they were all placed in his hands for collection. R,, p. 432, Ludeling's ans. 15, and Gordon's answer to 21st int., R., p. 366. Horne surely had a right to present his own bonds for payment, and Stubbs also had authority to collect the coupons he held. Battle, who denied this right in his testimony, admitted in a letter written after the trial that he had *sworn falsely*, through defect of his memory. The original letter is in the possession of Hon. R. Johnson.

Nor were the bonds presented for the purpose of defeating the bid of Branner & Co., but in good faith to collect them. Swan testifies that when Swan bid $550,000 Ludeling remarked to him, "It is your road." (R., p. 169.) And Horne had requested Ludeling to run the property up on Branner & Co. *for the benefit of the bondholders*, to increase the *pro rata* to be received on their bonds.

There is no evidence that Ludeling's associates had any reason to suppose that Branner & Co. would not comply with their bid.

But it is respectfully submitted that *if it had been the intention* of Ludeling, Stubbs and Horne, by insisting upon the payment of the coupons, which they were authorized to collect, *to defeat the bid of the parties not able or not willing to comply with their bid*, they had a legal and equitable right to do so. But the pre-

sentation of the bonds did not defeat the bid; it was the absolute refusal and failure of Branner & Co. to pay more than $3,360 *cash* which defeated the bid. The *amount tendered was not enough to pay the coupons of Gordon and the clerk's and sheriff's costs*, much less the coupons of Bry, Wadley, those held by Stubbs and Horne's own. The sheriff was required by law to re-offer the property for sale, if the bidder failed to comply with his bid. (C. P., art. 689.) The presumption of law is that he would have done his duty without any one's advice. He acted against his own interest in re-offering the property for sale, as his commissions under the sale to Branner & Co. would have been nearly ten times greater than they were under the sale to Ludeling & Co. The Court says Gordon was disqualified from appointing an appraiser. The law of Louisiana expressly authorized him to appoint one. C. Practice, art. 673.

It is said that Horne's principals never approved his acts and rejected his contract in their behalf.

Jesse R. Smith, one of the parties represented by Horne did *expressly* ratify his acts, and directed his bonds to be placed in the possession of the treasurer of the company. See answer, R., p. 389 and 390, of Stubbs' and Horne's letter.

And all the others ratified his acts, by not repudiating or rejecting them as soon as informed thereof.

They sent Horne and L. P. Grant to Louisiana, proposing to ratify his acts, on certain conditions. And afterward asked for further time for reflection and conference. See answers of Ludeling to 21st int., R., p. 344; ans. 15th of Stubbs, R., p. 388, and similar answers of other defendants, and answer 17th of Horne, R., p. 70.

With what grace can they now pretend that what they were willing to ratify, if we would advance to them a certain sum of

money, was a gross *fraud* upon bondholders, and stockholders! "One who is notified that a contract has been made for him, by another pretending to have authority for that purpose, *will be presumed to have ratified it, unless he repudiate it immediately after being notified thereof.*" Pitts vs. Shubert, 11 La., 288; Branner vs. Poydras, 2 R., 1. Grumbillot vs. Abot, 6 R., 284.

There was no meeting of the stockholders from October, 1862, to October, 1865, (McGuire's testimony, answer to int. 9.) In October, 1865, Wm. M. Wadley, the president, made a report to the stockholders, in which the condition of the road was laid before them. He represented the debts to be as follows: $168,160 of matured interest coupons, $164,000 matured floating debt, and that to put the road in running order from Vicksburg to Monroe would require $266,000—aggregating $598,160; and suggested that there were only two lines of policy to pursue, either to borrow the money to pay the debts and rebuild the road, or let the property pass into the hands of other persons who would build the road. He represented that he had been in New York and had been negotiating the formation of a new company, and inquired of the lawyers present what course could be pursued so that the property could pass into the hands of third parties freed from the debts and liabilities of the old company.

The answer was unanimous by all the lawyers in that stockholders' meeting, "by a foreclosure of the mortgage under an order of seizure and sale." (See testimony of John Ray, p. 91; W. J. Q. Baker, p. 129.) After full discussion of the condition of the company at this stockholders' meeting, the following resolutions were adopted:

Resolved, That to raise the sum of $266,000, an amount necessary to put that part of the road in operating order which was formerly in operation, let alone the sum of $168,160 of matured interest coupons on mortgage bonds, and the further sum of $164,000

matured on floating debts, by the stockholders, under the present condition of the country, seems to us impracticable.

Resolved, That in our opinion it is the true interest of the *State* and the *citizens of this part of the State*, that if a company can be organized with capital that will insure the completion of the entire road, that it would be best that the railroad, with all its franchises and property, should be sold to such company on the best terms that can be obtained from such company.

Resolved, That we hereby direct the directors of this company to use their best efforts to promote the organization of such a company as indicated by the foregoing resolutions, and take all necessary steps to carry out the objects indicated in the foregoing resolutions. (Ex. A.)

These resolutions instructed and directed the directors, limiting their future action to the single object of assisting to form a new company, and sale to it of the railroad and franchise. As agents of the stockholders they had their instructions. The stockholders had by these resolutions said to the president and directors of the board, "this company is broke; we cannot raise the money to pay our matured debt, nor to rebuild the road; all that we expect is to get a company that has the ability to take the property and complete the road; do your best to have a company formed to purchase and build the road." If there could be such a thing in Louisiana as a trust, we would see that the *cestui qui trust* had by these resolutions abandoned his interest in the property and directed the trustees what disposition to make of it. President Wadley had been to the North and had already initiated the organization of a new company. At the next meeting of the directors, a few days afterward, he was again elected president. The resolutions of the board—"Exhibit B"—attached to the answers of John Ray, were adopted. President Wadley was authorized by these resolutions to make arrangements with any company to carry out the requirements of the resolutions of the stockholders as passed on the 2d Oct., 1865. This was done

on the 11th Oct., 1865. Actions indicate how men understand affairs as well as words; and so we find that Col. Wadley, a short time after these resolutions were passed, and armed with their authority, left Louisiana, went to Georgia, and there entered into an arrangement with a part of the bondholders to send Horne to Louisiana to close the mortgage and purchase the road. Like Gordon, they held some bonds with matured coupons. Horne came by way of New Orleans, demanded payment of the coupons on ten of the bonds, and had them protested. He came to Monroe, the domicil of the company, to obtain an order of seizure and sale, and at the sale to purchase the property for the Georgia bondholders. Had nothing intervened to defeat this plan, no one in Louisiana would have complained, although President Wadley was a director, and Horne also. When Col. Horne arrived in Louisiana he found his plan had been anticipated by Gordon. He at once began to negotiate for an interest in the purchase for himself and friends in Georgia. The arrangement Col. Horne made for his friends in Georgia was equitable, and by it they obtained an interest in the purchase equivalent to the intrinsic value of their bonds.

The recital of the above facts show how all parties here understood the Louisiana law of mortgage; show that the sale of the property was a fact understood and agreed on in October, 1865; that the persons holding a portion of the bonds and coupons secured by the mortgage had a right to foreclose the mortgage and to purchase the property at the sale, and that being a director in the company was no impediment. If the holders of part of the bonds living in Georgia, a portion of them directors in the company, could foreclose the mortgage and purchase the property at the sale, it is difficult to see why Ray, Baker, and others in Louisiana could not *purchase* under a foreclosure of the mortgage on bonds and coupons in which they had no interest. Be-

sides they were of the original subscribers to the capital stock, were among the projectors of the enterprise, had contributed their money, time and energies to make it a success. They saw the majority of the stockholders abandon the enterprise; an improvement of vital importance to the State, and particularly to the citizens of this part of the State, about to fail. They knew that the resolutions of the stockholders and board of directors had absolved them from all responsibility except to use their best efforts to have a company organized to which a sale of the road and franchise should be made as for the "best interest of the State, and the citizens of this part of the State." They had put their money into the original enterprise; to its success they had devoted their time and energies. The war had crushed the company; the property was greatly damaged—a wreck. They saw all about to perish. They knew there was no law of Louisiana that prohibited them from purchasing property at a forced sale under a foreclosure of a mortgage. Your Honorable Court, as well as the Courts of Louisiana, had pronounced that there was no wrong in the clubbing of funds to purchase railroads.

In Kearney, et. al., vs. Taylor, et. al., this Court said: "These observations are sufficient to show that the doctrine which would prohibit associations of individuals to bid at the legal public sales of property, as preventing competition, however specious in theory, is too narrow and limited for the practical business of life, and would oftentimes lead inevitably to the evil consequences it was intended to avoid. Instead of encouraging competition, it would destroy it, and sales in many instances could be effected only after a sacrifice of the value, until reduced within the reach of the means of the individual bidders." 15 How., P. 519 ~~250~~; 39 Barbour 142, 157.

And yet the Court says they had no "right to join hands with Gordon," which is tantamount to saying they had no right to

seek to rescue anything from this wreck of property they originally contributed their money and brains to create.

Further on the Court says: "It is proved that a combination was formed as early as November 18, 1865, by some of these directors to become the purchasers of the property." * * * "A written agreement was signed by John Ray, W. S. Parham and W. J. Q. Baker, both Ray and Baker being directors." * * * "The agreement was repugnant to that resolution, which contemplated no disposition of the property which did not *provide for the payment of the debts of the company.*"

We ask the careful consideration of the Court to the facts: Where did this evidence come from? It is attached to the answers of John Ray, to the interrogatories propounded to him. It was not called for directly by the interrogatory, but attached, to show that after the stockholders' meeting, in October, 1865, the whole community, all the stockholders and all the bondholders—at least those represented by Wadley and Horne—knew that the railroad and franchise was to be sold; and, further, to answer the objection that the sale was clandestine and hasty. Had Ray supposed that there was anything improper in entering into this agreement he would not voluntarily have attached it to his answer, and thus furnish evidence of his own turpitude. In their testimony Ray and Baker explain this agreement and its origin. In answer to 19th interrogatory, Ray says that "shortly after the surrender, Wadley, being then president and himself vice-president, consulted with him (Ray) in regard to the road. Wadley gave it as his opinion that it would be out of the power of the stockholders to raise the money to repair the road, much less to pay the debts, and saw no practicable plan but to have the road sold; that the result would be an entire loss of stock to the stockholders, and but a small portion of the debt could be realized by the creditors. Soon Wadley

went to Georgia, then to New York. On his return to Louisiana, in September, 1865, he called on me and explained what had been done; seemed sanguine he had interested parties in New York to organize a company to buy the road; that he had got L. P. Grant and James W. Horne to go to New York to perfect the plan, while he (Wadley) came to Louisiana to have the necessary steps taken here to sell the road, in order that those parties could acquire a title. Soon after, at a meeting of the stockholders, in October, 1865, Wadley was present, and explained his views of the necessity of a sale of the road. After his explanations, and to meet his views, the stockholders passed the resolutions annexed, marked Exhibit 'A.' Subsequently, at the meeting of the board of directors, Wadley being present and presiding, the board passed the resolution annexed (Exhibit 'B,') the main object being to get a company that would be able to complete the road. Before Wadley left for Georgia, which was early in November, he expressed his fear that the organization he had set on foot had failed, as he had not heard from Grant and Horne."

Ray then says "that on the 18th November, 1865, it was suggested to me by W. J. Q. Baker and W. S. Parham that if it should turn out that this company Mr. Wadley was endeavoring to organize failed, as in all probability it had, that something ought to be done, *as the importance of the road to the country was so great, and it was rapidly going to destruction; that the delay of a year might forever put an end to the enterprise*, and if a company could be formed to take hold of it in time it might save the enterprise and be profitable to the company. So it was thought advisable by us three, at that time, if possible, to organize a company at home who could command funds sufficient to repair the road once in operation and build the balance. With this view Baker, Parham and myself canvassed the names of parties who,

we thought, had funds, and who would be willing to invest in the organization of a company. We thought of ten persons of our acquaintances who, we thought, would go into it to the extent of ten thousand dollars each, and among them were *Mr. Wadley* and *Mr. John T. Ludeling*, though *we had not spoken to either of them on the subject*, they *both being absent from Ouachita at the time*. In order to start the company we three at the time drew up an agreement, which we three signed, the original of which is hereto annexed, as Exhibit 'C,' with the expectation that the other parties would sign it. It was only contemplated by us in this agreement to raise one hundred thousand dollars with which to purchase the road, not believing that it would or ought to cost over fifty thousand dollars to do so."

In order to a fair and full understanding of the import of the resolutions of the Board of Directors, alluded to by the Court, it is essential that the facts existing at the time, the understanding of the stockholders and their resolutions should be considered, and borne in mind, in order to arrive at a just conclusion in relation to the subject-matter of the sale of the road, and franchise; when that is done it will be seen that the Court is in error of fact in saying that the "resolution contemplated no disposition of the road which did not provide for the payment of the debts of the company." On the contrary, the main idea was *to sell to a company that would be able to complete the road.*

The stockholders admitted that the company was broke; their fear was that the State and the people of this part of the State would lose the benefit of the railroad. Their great aim was to avoid such a catastrophe. The payment of the debts they despaired of. The law provided that what the wreck might bring at a sale under a foreclosure of the mortgage—the only way the property and franchises could be sold freed from incumbrances—

would be divided *pro rata* among all the holders of bonds and coupons.

The Court seems to rely upon the unsupported declaration of Horne as conclusive, when it is contradicted generally by the testimony of all the defendants, and about forty-three other witnesses, and by his own letter to Ludeling, to be found in the record. He intimates in his testimony that the appraisal was the result of either "gross ignorance or fraud," and yet he was willing to become a participant at the sale while entertaining such an opinion. And the plaintiffs also were willing to ratify, on certain conditions, what they now say was a fraud.

Again, in his answer or petition, filed by Campbell, Spofford & Campbell, he says he is the *owner* of twenty-three bonds, and that he is one of the purchasers at the sale. Now this is impossible, and not true. The twenty-three bonds, which he had owned, he gave up to Ludeling and associates, under his agreement, as part of the purchase price, and the bonds are still held by Ludeling and associates. He could not be the owner of the price and of the thing bought at the same time. He was a party to the suits in the State courts and he appeared therein, and there were judgments in his favor as one of the purchasers and owners of the property. His sworn statement, filed to defeat the plea to the jurisdiction, is not true on its face.

Again, the Court says, before he (Gordon) sued out the executory process, he conceived the scheme of forcing a sale of the mortgaged premises, *not for the purpose of paying the debt, which was a lien upon it*, but for the profit that might be made out of the purchase, as he represented, in substance, to one whom he requested to join in his plan, because there "was a probability of a very decided speculation from the sale." Now Gordon was interrogated on oath by the complainants, and his *answers* are *evidence*, and can only be overcome by the testimony of *two wit-*

nesses, or that of one witness, corroborated *by strong circumstantial evidence*. C.P.,art.534. *He swears:* "I brought the suit *solely* to get my money. * * My object *was not* to *defend* nor *injure any one*, but to secure my money, and in doing so, I hoped to cause the rebuilding of the road by the simple exercise of my legal right." (Answer 7th, R., p. .) This is uncontradicted.

Yet the Court *infers* from the above statement of Wadley of what Gordon said to him in a conversation, that Gordon *lied* in his testimony.

If full credit be given to Wadley's statement, does it authorize the inference under the law? I respectfully submit that it does not.

The declaration of Wadley is uncorroborated, and it is in itself improbable, when it is remembered that Wadley, the president, was as well acquainted with the value of the property as Gordon was, and therefore there could have been no reason why Gordon should have undertaken to explain to him what a speculation the purchase of the property would be.

But, *if it were true* that Gordon foreclosed his mortgage expressly to purchase the property as *a speculation*, it is respectfully submitted that he had a perfect right to do so. Owning the bonds he had a legal right to foreclose the mortgage. C. P., art. 734.

In Louisiana "all persons may *buy* or sell, except those interdicted *by law*." (C. Code, 2420.) Gordon was not forbidden by law from buying.

It is respectfully submitted that when one does an act *which the law authorizes*, it is of no consequence what motive may have actuated him, *the act is lawful*.

It is said a mortgagee cannot buy, because his interest is adverse to that of the other mortgagees. The property of a debtor is the common pledge of all his creditors; therefore, creditors ought not to be allowed to buy at a sheriff's sale. Such, how-

ever, is not the law; by express statutory provisions all creditors, whether mortgagees or not, are authorized to buy at public sales. C. P., 688; 8 La., 424; 4 An. 358.

The Court says, "the bidders, though receipting to each other, have still in their hands the whole bid, except $468 75, the amount of costs paid to the Sheriff." The record shows that all the coupons that were presented for payment were paid, and that the balance ($37,800) of the price bid was paid to the sheriff, who returned it to Ludeling & Co. after the decision of the Supreme Court in the case of Branner & Co. vs. Hardy *et al.* If the bondholders have not all been paid, it is owing to the fact that they have failed to demand payment or to present their bonds for payment. R., p. , answer 40 of Ludeling.

The money was paid by Ludeling, the agent of Ludeling and associates, to F. P. Stubbs, attorney of Battle and others, to Ludeling, attorney of Gordon, Bry, Horne and Wadley, and to the officers of the court. Some stress is placed on the language of the answers in reference to the amounts paid on the coupons "*supposed* to be due." This language had reference to the fact that a large amount of the bonds had been taken away from the office without having been issued, and *we* supposed they were not entitled to any portion of the proceeds.

The attention of the Court is called to the fact that the plea to the jurisdiction of the Circuit Court has been totally ignored, in the opinion of the Court, although it was argued orally, and in the briefs filed in October last by defendants' counsel.

The plea is based on the following facts: Many of the bondholders, though called defendants, are really plaintiffs, whose bonds are in the hands of the attorneys for complainants for collection, (see testimony of Battle and Horne,) and *they* are citizens of Louisiana, of which State the defendants are citizens. On the other hand *Horne* is a necessary party to the suit; he is referred

to as such in the bill, but his citizenship is not disclosed by the bill; but he is a citizen of Georgia, of which State the complainants are citizens. This appears from the record. Thus the complainants, and one of the necessary parties, and a defendant, are citizens of Georgia; while Bonner, Howell, Slade, Jeffries, Buckner and Smith, and other bondholders, though called defendants are in reality complainants, and *they* are all citizens of Louisiana. Horne filed a paper signed by complainants' counsel, WITHOUT THE KNOWLEDGE OF DEFENDANTS, *and about a month after the demurrer had been argued and submitted*, in which he attempts to give jurisdiction to the court by consent. In this paper he distinctly declares he is not willing to *be a party* to this suit, or to be responsible for costs. He desires to hold aloof to side with the winning party, under *his* construction of the contract.

The jurisdiction of the Circuit Court is limited by *the Constitution* to suits *between citizens of different States*, and it cannot be conferred *by consent*. 17 How., Shield vs. Barrow. 130

The Court has also ignored the decision of the Supreme Court of Louisiana in the case of Branner & Co. vs. Hardy, Sheriff, *et al.* in which that court decided that the acts of the Sheriff in the proceedings under Gordon's executory process were legal, and that the sale to Ludeling and others was legal and valid. 18th An., p. 537.

In the written opinion of Judge Woods, who decided the case in the Circuit Court, he has found *all the facts* in favor of the defendants. 2 Woods, p. 262.

In Newell vs. Norton, &c., (3 Wallace, p. 267,) this Court said: "It is enough to say that we find ample testimony to support the decision, if believed; and that we again repeat what we have often before decided, that in such cases parties should not appeal to this Court with any expectation that we will reverse the decision of the courts below, because counsel can find in the mass

of conflicting testimony enough to support the allegations of the appellant, if the testimony of the appellees be entirely disregarded," &c.

All the answers of defendants to interrogatories propounded by the complainants deny the charges in complainants' bill; they all deny fraud or violation of trust, and their testimony is supported by a large number of witnesses; but still the opinion and decision of the Circuit Judge has been set aside. An elementary rule in equity is: "That an answer which is responsive to the allegations and charges made in the bill, and contains clear and positive denials thereof, must prevail, unless it is overcome by the testimony of two witnesses to the substantial facts, or at least by one witness, and other attendant circumstances which supply the want of another witness, and thus destroy the statements of the answer or demonstrates its incredibility or its insufficiency as evidence." 3 Grat. Evs. § 289; 20 Pick., 28; 6 Cranch. 8, Field vs. Holland. The same principle is recognized in the jurisprudence of Louisiana, 1 N. S. 648; 2 La., 538; 4 An., 349; 5 An., 406.

II.

The plaintiffs persist in saying that they possess "a free title of election whether to reject or accept the improvements on the terms of the Code." They argue that this privilege exists in their favor under Article 508 of the Revised Code; and they "suppose that forty days will be enough for making the election." They claim the right at this day, to compel the defendants to take away or demolish the constructions and works of the entire railroad at the defendants' own expense without compensation, and to recover damages for any prejudice they may sustain by the removal or demolition.

Now the right of election under this provision of the law is one which meets with no favor among the civilians. Mons. Demo-

lombe says of it that he knows nothing more deplorable and more truly inadmissible than the power of destruction which it confers—(*rien de plus triste et de plus inadmissible.*) M. Moulor characterizes it as very hard law (*fort dur*). 1 Moul., p. 698. Even the counsel for the complainants calls it "the performance of an ungracious work."

A right thus reprobated by jurisconsults, so eminently adverse to the interests of individuals and, if exercised in the present instance, so utterly destructive of the commerce, convenience and material interests of an entire society—the right to require the demolition of a railroad seventy-five miles in length—is a right which if it exists in favor of parties litigant, ought not to be extended to others than those upon whom it has been unmistakably conferred by the very letter of the law.

It is from such considerations that the Code has wisely confined the right of election which it confers, to the *owner* of the soil which has been built upon and improved by others.

Now the complainants are not and never were the owners of the soil or the railroad. It was and it still remains the property of the corporation—the Vicksburg, Shreveport and Texas Railroad Company, one of the defendants. It is to that corporation alone and not to the complainants, who are only its creditors, that the right of destruction, if it exists at all, belongs exclusively. The pretension, therefore, of these complainants, that "forty days will be enough for making the election," whether they will pay the expenses of building, or whether they will compel the defendants to take away or demolish the improvements and betterments which have been placed upon the land of the corporation, is unsupported by any law, and is as arrogant as it is unreasonable and repugnant to natural justice.

But the right of destruction does not exist even in favor of the owner of the soil to the extent or in the manner claimed by

the counsel for the complainants. The right is not governed by Article 508 of our Civil Code alone, but it is regulated also by other provisions of the Code. With regard to such improvements and betterments as are not susceptible of being removed it is held by learned civilians that the Article 555 of the Napoleon Code (identical with Art. 508, La. Rev. Code) is not applicable; and we are referred to the principles regulating the rights of *negotiorum gestores*, under the title of quasi-contracts, and to other analagous Articles of the Code for a proper solution of the subject. It is discussed at length by Demolombe, who says, Vol. 9, p. 613, § 689:

"We have said elsewhere, that Art. 555 appears to us to refer to improvements, which are susceptible of being removed, in such a manner that the third possessor, in restoring the property to its original condition, shall be able to repossess himself of the materials which had been used.

"But what shall be decided concerning works, which are in their nature not capable of being removed?

"It is a possessor in bad faith, for example, who has drained a swamp, cleared lands, excavated ditches for irrigation, or painted pictures, or hung wall-paper in the rooms of a house, or who has made other similar work of intrinsic amelioration. Shall Article 555 be applicable to such works?

"It has been answered in the affirmative. And in accordance with this opinion, if the proprietor should not wish to indemnify the possessor, and should tell him with more or less of irony, to take away the works he had made, then indeed the possessor has nothing left but to destroy them!—to fill up the ditches, to tear down the paper from the walls, to efface the pictures, etc."

The author quotes the maxim *malitiis non est indulgendum*, and proceeds to expose the unreasonableness of the doctrine, and concludes:

"We do not believe that this doctrine should be admitted, and according to our opinion, Article 555 is not applicable to cases of this nature.

"In the first place, it presupposes improvements which are capable of being removed by the possessor, whereas, the works, which now occupy our attention are not susceptible of being removed; therefore the article has no application here—and the choice which is offered to the owner either to keep them and pay for them, or to cause them to be removed is impossible.

"Besides the doctrine which places these cases under the principle of article 555 would lead to lamentable consequences—and we know of nothing more deplorable and utterly inadmissible, than this right of destruction, with absolute loss, which the law itself would accord to the possessor; *nihil laturus nisi ut officiat.*

"We conclude therefore that article 555 is not applicable to the supposed case, which consequently must be governed by other principles.

"Thus, the law being silent in this special case, we must recur to analogies deduced from similar cases and to the general principles of law; and we think that it is in the quasi-contract of the management of the affairs of another ("*Gestion d'affaires,*") that one will find those analogies and principles. It is true that the third possessor has not made those works for the proprietor and as his agent; but is it not possible to accord to him, according to the Roman Pretor a sort of action; *utilis negotiorum gestores* * *

"This principle being stated we are confronted with two rules of equity equally certain.

"The first, which tells us that no one should enrich himself at the expense of another, and which, the law itself applies, on this subject, to the relations between the owner and the possessor, even in bad faith.

"The second, which does not permit a third person to impose

upon the property of another, without his act and against his will, expenses which he would not have desired to make, and which exceed his personal means, and in order to pay for which he might have to sell the immovable, which on the contrary he desired to keep.

"It is by considering together and reconciling these two principles that we become enabled to solve the difficulty now under consideration * * * It is, as we have said, by means of the principles regulating the rights of *negotiorum gestores*, applied here by analogy, that we should decide this question. Therefore, on the one hand, the owner is liable to the *negotiorum gestor* only in so far as his acts have been beneficial and profitable to him;—on the other hand the utility of the management is relative—it may, under similar circumstances, be advantageous to one and not to the other, according to the different positions of each.

"Hence it is necessary, as in the Roman Law, to examine the circumstances of each particular case and to decide *ratio ex personis causisque*." 9 Demolombe p. 617, *et ante*.

On page 610 the same author says "suppose, on the contrary, that the possessor has made necessary repairs to constructions or more generally to works already existing: *impensæ necessariæ sunt, quæ si non factæ sunt, res peritura aut deterior futura sit.* L. 79, §§ *de verb signif.*; L. 3, §§ *de impens*, &c.

"The article 555 would then not be applicable; and the owner should be accountable for them, without distinction between possessors in good or in bad faith, and without having the right, be it well understood, to force the third possessor to remove the materials." * * * "It is not to be doubted that the same principle ought always to be followed: and these supposed cases ought to be governed not by article 555, but by Art. 1381, which is as follows:

"He to whom the thing is restored ought to be accountable even to the possessor in bad faith, for all the necessary and useful expenses which have been incurred for the preservation of the thing. No one should enrich himself at the expense of another: the fault of the possessor in bad faith consists in detaining unduly the immovable of another; but, inasmuch as he has made the necessary repairs on said property, it cannot be said that he is in fault. * * * Let us suppose the works made by the possessor were attached to works already existing, and that without being exactly required by absolute and immediate necessity, they constituted the judicious, and, in certain respects, necessary additions to complete anterior works, with which they are blended.

"They are for example, plantations of trees, which are made by the possessor, to replace the missing trees in an avenue or in a grove; or again, it is an unfinished building which the possessor has completed in a proper and workmanlike manner. Well, we should think that in these different cases it would be the duty of the magistrate to declare that Article 1381 and not Article 555, would be applicable, and that consequently the proprietor could not force the possessor even in bad faith to remove or destroy them. We do not conceal the fact that we congratulate ourselves whenever the opportunity is presented, of not leaving, in the power of the proprietor, this right so harsh, which places the possessor at his mercy. But it seems to us this desire does not mislead us, and the text of Article 1381 which must be combined with Article 555, appears to us sufficient, according to equity and reason, to justify the solution which we have just propounded, and to give to magistrates the power to apply sometimes Article 555, and sometimes Article 1381; and this last Article particularly, when the question relates to works which may be regarded

as the completion of the thing proposed, rather than a change or a modification of that thing." p. 613.

Even if complainants had been the owners of the property, instead of creditors, they could not exercise the right of election at this late day. They have claimed and been allowed the revenues derived from the works of the defendants, which they now assert they have the right to have destroyed! The right to have the improvements removed and destroyed is inconsistent with the claim for the fruits of those improvements. Besides, this railroad is a highway, in which the public has an interest. The money of the State, a stockholder, has contributed largely to its construction. To permit litigants to demand that it should be destroyed, merely out of spite, would be detrimental to the interest of the State and of the public.

But there is still another obstacle to the demand of the complainants for forty days to deliberate whether they will require the defendants to destroy the railroad. This is, that the decree of the Supreme Court directs that the property shall be sold; hence it must be sold and not destroyed, at the caprice even of the owners.

III.

This right of detention, or preference, to be paid out of the proceeds of the sale is well established by the law and jurisprudence of Louisiana and of France, whose laws on the subject are similar to ours.

Marcadé says: "In all cases where indemnity is due to the possessor, he may retain the immovable, which he has been condemned to restore, until he has been reimbursed. The right of retention exists in favor of all debtors or possessors whatsoever of a thing when they have a right of reclamation against that thing. It is a principle of right and of reason that you should not be permitted to exact of me the execution of my obligation

to deliver or restore a particular piece of property, until you yourself shall perform the obligation resting on you, which are co-relatives of mine. The Code makes the application of this principle in Articles 867, 1673, 1948; but it is not only in the cases in which the law has expressly recognized it that this principle of retention exists; it exists of common right." Vol. 5, p. 412 and Vol. 2, p. 414.

Demolombe says, Vol. 9, p. 634, § 682:

"It is generally admitted in our ancient jurisprudence, that the third possessor had the right to detain the immovables, until the proprietor had reimbursed to him the sum due him. This right of detention, whose principles rested on the Roman laws, had been consecrated in France by Art. 97 of the Ordonance of Villers-Collerets of 1539, by the Ordonance of Moulins of 1566, and in fine by Article 9 of the Chap. xxvii of the Ordonance of 1667. * * * This doctrine is still generally recognized in jurisprudence and in theory." * * *

After stating that modern authors have differed about this right being accorded to possessors in bad faith, Demolombe says: "We also believe that if this right of retention of the immovable belongs to the possessor, till he be reimbursed the expenses which are due him on account of the improvements made upon the immovable, there ought not to be, in regard to that, any distinction between possessors in good or possessors in bad faith: for the reasons upon which this right is based, and which we are about to explain, do not seem to us to admit of any distinction."

* * * * * *

"Thus, the principle of the right of retention is derived from the identity, and the equality of the position in which two individuals are placed reciprocally obligated towards one another, in relation to one thing: so that one of the parties cannot demand the execution of the obligation of the other towards him,

except in so far as he offers, on his part, to discharge the correlative obligation which he has contracted towards the other party." P. 606. And on p. 607, the author says: "Now here is our conclusion. We admit that the third possessor, whether in good or in bad faith, sued for the possession of the immovable by the proprietor, can oppose to that owner that he is obliged on his part to indemnify him, and that the possessor therefore shall be authorized to retain the immovable until this payment." P. 607.

See Articles 2314, 2299, Civil Code. Article 3224 of the Civil Code declares: "He who, having in his possession the property of another, whether in deposit or on loan, or *otherwise*, has been obliged to incur any expense for its preservation, acquires on the property two species of right." Article 3225: "Against the *owner* of the thing his right is in the nature of that of pledge, by virtue of which he may *retain the thing* until the expenses, which he has incurred, are repaid. He possesses this qualified right of pledge *even against the creditors of the owner*, if they seek to have the thing sold. He may refuse to restore it unless they either refund his advance or give him security that the thing shall fetch a sufficient price for that purpose." Article 2226: "Finally, he who has incurred these expenses has a *privilege* against these same creditors, by virtue of which he has preference over them out of the price of the thing sold, for the amount of such necessary charges as he shall have incurred for its preservation," etc.

"The right to be paid for improvements is a real right, that is to say, the party evicted may retain possession until he is remunerated." 16 La., 430-414.

And this right of detention, or to be paid by preference, was recognized by the Supreme Court of Louisiana in the following cases: 16 La., 430; 6 Rob., 192, Lowry vs. Erwin; 2 An., p. 347, Beard vs. Morancy; 8 N. S., 609, Daquin vs. Coiron; 13

An., 496; 14 An., 599. See also C. & Lex. R. R. Co. vs. Bowles, et. als., a Kentucky case.

The property, therefore, should be restored to the possession of the defendants, and they should be authorized to detain it, until their expenditures are re-imbursed to them; or the property should be sold, and the defendants' right of pledge or preference to be paid out of the proceeds of the sale should be recognized; and they should be authorized to bid at the sale and to use their debt in settlement of their bid. The improvements were all useful and necessary. They were economically made. See testimony of McGuire, R., pages 16, 17; Green, R. 31, answers to 5th and 6th and 8th cross-interrogatories; answers of Richardson to same cross-interrogatories, R., pages 64, 65; Green's answer to 6th and 10th interrogatories, page 107 of Record. Stubbs, Gordon and Reinbolt prove the same facts. In answer to 9th int., Green says the improvements put upon the road "*enhanced* the value of the railroad; and where improvements have been judiciously made, the proper cost of the same represents, at the dates of their respective completion, the enhanced value of the railroad," &c. R., p. 107. McGuire, Stubbs and Gordon say the enhanced value is much greater than the cost of the improvements.

IV.

"All debts shall bear interest at the rate of five per cent. from the time they become due, unless otherwise stipulated." Civil Code, Art. 1938.

V.

Having stated the facts of this case, and the law and jurisprudence of Louisiana applicable to them, the attention of this Honorable Court will be directed to the reports of the master and the decisions of the Circuit Court.

In his first report the master found that the account of the defendants was supported by "an immense number of vouchers,

and the depositions of J. F. McGuire, the book-keeper and treasurer, and L. M. Downing, F. P. Stubbs, Gordon, Green and Reinbolt." R., p. 13.

The total expenditures for construction and maintenance, as given in detail in the account of defendant, is ($2,071,190.04) two millions and seventy-one thousand one hundred and ninety dollars and four cents. The total amount received from earnings, sale of lands and all other sources, is ($975,158.19) nine hundred and seventy-five thousand one hundred and fifty-eight dollars and nineteen cents. Excess of expenditures over receipts is, one million and ninety-six thousand and thirty-one dollars and eighty-five cents ($1,096,031.85).

The trial balance of the account, which the master had, shows that the expenditures were divided under the following heads, to-wit:

Construction account,	$557,287 91
Rolling stock account,	77,795 43
Engineering account,	19,415 87
Contingent expense account,	14,732 52
Office expenses account,	4,408 66
Printing,	1,590 85
Land grant,	8,839 23
Interest paid,	136,206 28
Salaries,	58,557 16
Law charges,	145 55
Right of way (depot ground)	5,081 70
	$884,061 16

During the period the railroad was in defendants' possession, the expenses for operating the railroad and keeping it in repair after its reconstruction, is ($779,937.53) seven hundred and seventy-nine thousand nine hundred and thirty-seven dollars and fifty-three cents. The earnings or gross receipts of the railroad during all the time it was in the possession of defendants was ($924,198.22) nine hundred and twenty-four thousand four

hundred and ninety-eight dollars and twenty-two cents. The master made a mistake in stating that the earnings were $939,124.61.

The complainants themselves only allege that the income was $925,000, R., p. 20.

He also erred in rejecting the item of $2,198 88, for interest paid for money borrowed to make extraordinary repairs, made necessary by the overflows from the Mississippi river, stated in account for maintenance.

The Circuit Judge seems to have assumed the figures of the master to be correct in relation to income as well as in relation to expenses for maintenance, and he deducted $777,647 72, expenses, from $939,124.61, income, and found $161,476.89 to be excess of earnings over expenses of transportation and maintenance. See his opinion, 2 Woods report and order, R., p. 316.

The books and the evidence show that the accounts stand thus:

Earnings,.....	$924,498 22
Expenses of transportation and maintenance,.....	779,937 53
Nett earnings,.....	$144,560 69

In the account rendered, in giving a statement of the earnings and receipts from miscellaneous sources, all the items after $924,498 22, at page 295 of record, are amounts received from various sources and are credited to various accounts, chiefly construction account.

If the master charges defendants with any of these items, in the account of earnings he must add them to the expenditures for betterments, because these sums were credited on construction account as they were received.

The account of defendants stated an interest account at 8 per cent. per annum on each sum expended as well as on each sum

received, and the difference of interest in favor of defendants is $361,531 38.

The master in reporting the actual expenditures and receipts (without taking into account this interest account,) omitted the following sums, to wit:

Interest paid, in construction account,.....	$136,206 28
" " " transportation and maintenance account,.....	2,198 98
Deductions from earnings (overcharges refunded)....	90 83
Add difference of interest in interest account,.....	361,531 38
Total not reported,.....	$500,027 47

The defendants filed exceptions to this report, which see at page 313 of record.

The item of $136,206 28 in construction account was interest actually paid by the defendants, for moneys borrowed and used for the purpose of constructing and repairing the railroad. The item of $2,198 88 in account for maintenance is also for moneys actually paid by defendants for interest on moneys borrowed to make repairs. It occasionally occurred that extraordinary repairs of damages occasioned by the overflow of the Mississippi river, compelled defendants to borrow the necessary funds, and this item is for the interest paid on such loans. These were necessary expenses and should have been allowed. The item of $90 83 is for an overcharge on freights, which had been refunded. Having been charged as part of the earnings it was proper to deduct it, when it was refunded.

The item of $361,531 28 is for the difference on the interest account on sums expended and sums received at the rate of 8 per cent. per annum.

The rate of interest should be 5 per cent. instead of 8 per cent. But with this charge the item is correct and should have been allowed. Civil Code, art. 1938.

The expenditures made by the defendants are proved by the books of defendants, by the vouchers for all the items (except for a few, the vouchers for which were destroyed by fire,) and by the testimony of the secretary and treasurer, who paid them, and by Dowing, Gordon, Green and Reinbolt and others including the experts; and no attempt has been made to disprove them, nor has the correctness of the items of the account been disputed. The complainants also filed exceptions to the master's report. Record p. 312. These exceptions and the master's report were adjudicated upon by the Circuit Court. See opinion in 2 Woods, p. 262.

The Court said that the defendants "*should be allowed their necessary expenses in improvements and betterments put upon the road, with interest on such expenses,* FROM THE DATE *when such expenditures were respectively made, at the rate of five per cent. per annum;*" and recommitted the account to the master with directions to inquire further and report "what improvements or betterments," &c., "remain on the same which were constructed or placed there by defendants, during their occupancy, and the value of the materials thereof, and the price of the workmanship on the same."

It further directed the master to "state an interest account upon the price of the workmanship and the value of the materials *at the time of the expenditures for them*, at the rate of five per cent. per annum." R., p. 316.

The master appears to have misunderstood this order. He has reported, in his second report that the cash value of such improvements if made in November, 1875, would be $462,394 65. He has adopted the report of the *experts*, because, he says, of the apparent care and ability of the experts in making their report. Without intending to cast any reflection on the honesty and sincerity of either of the witnesses, it is respectfully submitted that

their report is another corroboration of the correctness of what Mr. Taylor, speaking of this kind of evidence, in his work on evidence, says, "Perhaps the testimony, *which least deserves credit*, with a jury, is that of skilled witnesses. These gentlemen are usually required to speak not to facts, but to opinions, and when this is the case, it is often quite surprising to see with what facility and to what extent their views can be made to correspond with the wishes or the interest of the parties who call them. They do not, indeed, wilfully misrepresent what they think, but their judgments become so warped by regarding the subject in one point of view that even when conscientiously disposed, they are incapable of expressing a candid opinion. This belief becomes synonymous with faith as defined by the apostle, and it too often is but the substance of the thing hoped for—the evidence of the thing not seen."

The experts, in their estimates annexed to their testimony, refer to the estimates and report of J. W. Green, made in 1865, as showing the condition of the property *in February*, 1866; and they adopt that report as a basis for their opinion, notwithstanding Green had confessed in his official report made *in* 1870 that his report of 1865 was erroneous and unreliable; and as if to suppress this admission of error, the *report* of 1870 was not annexed to their report, but only extracts from it, whilst the report of 1865 was annexed as exhibit D. In the report of 1865, Green gave his impressions as to the amount necessary to put the road in good order; and he said $266,000, would be sufficient. After the purchase of the road by defendants, Green was appointed Chief Engineer and subsequently he became Superintendent and Engineer. In September, 1870, the road was opened for traffic, and Green made his report, in which he used the following language:

"The cost of the foregoing work *is considerably in excess of the*

estimates previously submitted—estimates based upon what was considered ample to make necessary *repairs* but, in the execution, it was discovered that *a very small per centage of the old work could be utilized; the superstructure was completely wrecked, and the re-establishment of the line was characterized in this respect with the same expense attending a new road.*"

And he gives the amount which had been expended for construction as $490,769, after deducting certain sums for rolling stock, etc., which he thought should be charged to expense account. Showing the cost to be very nearly double what he had estimated it in 1865, exclusive of equipment, salaries, etc. R., p. 121. See Green's testimony, pages 107 and 109.

Yet strange as it may appear, the experts refer to *this report*, made in 1865, as the basis of their opinion of the condition of the property in 1866; and upon which their report is based.

Three gentlemen were appointed as commissioners to report in regard to the condition and value of the property, *at the instance of the plaintiffs, who, alone, named all three of the persons.* Only two of them reported. It is respectfully submitted that this is not a case for the appointment of "experts." The skilled witnesses' *opinions* cannot change facts, and only questions of fact have been submitted to the Master by the Court, to-wit: What works placed on the road by defendants remain, what was their cost when made, and what amounts of interest are due from the date the of expenditures.

As witnesses, they were competent to state any fact they *knew*, but their *opinions* or *impressions* are not evidence and should have no weight against the positive testimony of McGuire and other witnesses. So far as Green and Richardson testify to *facts*, their testimony is valuable and it corroborates fully the testimony of defendants' witnessess, in proving the correctness of defendants' account. The master erred in adopting their

estimate in Exhibit B, because it only purports to give the value of the improvements *in their deteriorated condition, in November*, 1875, after deducting $49,005 for the supposed deterioration of the iron rails. As the improvements could not possibly have been made in one month, it is not easy to perceive what reason there is for adopting the value of materials and price of labor in *November*, 1875, as the prices by which defendants' works should be valued. Nor is there any good reason why the value of the work in their deteriorated condition should be considered. They were worn exclusively in the service of the plaintiffs, and the fruits have enured to their benefit. If the plaintiffs could take the fruits, without bearing the loss occasioned by the legitimate use of the road, they would be enriched at the expense of the defendants.

In his answer to 3d cross interrogatory he says that "contractors paid from fifty to seventy-five per cent in excess of the price I now pay as receiver for road laborers." R., p. 109.

The master further erred in adopting the estimate in Exhibit B, because the experts deducted from the estimation of the present value of the works $49,005, the supposed deterioration of the iron rails. The iron rails were not put on the road by defendants, and it is only the works made by defendants which are estimated in the Exhibit B; and it is clear that the defendants should not be required to bear the loss, even if the iron rails have deteriorated as supposed. This sum should, therefore, be added to the estimate of the master, if the basis of his report is to be adopted. Besides, he estimates twenty-five per cent as the average of deteriorations—an analysis of the estimates in the exhibits of Green will show that the average is nearer thirty-three and one-third per centum.

But he should have taken the value of the materials and the

price of the workmanship at the dates when the works were made, as the order directed.

The position of the Master in regard to computing interest is equally unjust. He computes interest on the nett earnings as well as upon the sums expended for making the improvements during the same period. The defendants were about five years in making the necessary repairs to operate the road, and, necessarily, the expenditures for the improvements must have preceded the earnings, as all the witnesses concur in the fact that the road could not have been operated or earned any money till repaired. Why, then, did the Master assume that interest should be calculated on expenditures and earnings during four and a half years? There can be no just reason for doing so. The Court directed that interest should be computed from the date *when the expenditures were made* and profits were earned. The Master has not obeyed this direction. The account of the defendants gives the data necessary to ascertain those dates.

It specifies every item for which expenditures were made and the dates when made; and a voucher for each and every item was produced, except for those already mentioned which were destroyed by fire. The loss, however, is supplied to a great extent by the report of Major Green, engineer, made in September, 1870, as it covers the period during which the work was done, for which the lost vouchers were given. R., p. 121. McGuire, the secretary and treasurer, testifies in relation to the correctness of the account as follows: "I think it is correct in every respect." R., p. 15. It is proved by the extracts from the defendants' books, annexed to the testimony of the experts as part of their answers, and marked exhibit C, 3. One of these experts had been engineer and superintendent for defendants, and knew the said extracts to be correct. It is proved by the testimony of Green, Gordon and others. It is proved by the *facts* and *figures*

stated in the report of the engineer Green, made in 1870, and by the report of the experts, as shown per exhibits A and B. These exhibits show the work that was done, and exhibit B shows that at least the work therein mentioned was done *by defendants and* REMAINED ON THE ROAD *when delivered to the Receiver*, and the cash value in their present condition. The amount of deterioration and the present cash value is, of course, a matter of *opinion* or guess-work, as already stated, and, at best, can only be approximately correct, and the deduction on account of deterioration of the iron rails is manifestly wrong.

To show how unreliable the *opinion* of even a skilled witness is, the attention of the court is directed to the report of the expert Green at page 68 of the record. He estimates the average deterioration of bridges at 33 8-10 per cent. cross-ties at 50 per cent. Record, p. 69. In his report to be found at page 121, he says, "the superiority of the cypress over all other kinds of native timber made it, even at largely increased expense, an important desideratum in securing it for construction. The bridging is exclusively cypress, *and seventy-five per cent. of the cross-ties* are of the same durable material. The very light tax imposed for the *next twelve years* for account of renewal will attest the good results of this policy."

This report was made in the fall of 1870. In his report in 1871, he represented the pressing necessity to provide for 30,000 cross-ties. Record, p. 127. In 1872, 22,485 cross-ties were placed in the track. Record, p. 130. In 1873, 25,016 cross-ties (cypress) were placed in the road. R. 133. Besides his testimony shows that when he received the property as receiver, the road was in good condition, he said about seven thousand cross-ties were required to replace decayed ties. R., p. 392. At page 79 he states the number of cross-ties in the road to be 196,073. See Reinholt's

testimony, answers to 6th int., R., p. 138. It is pretty evident therefore, that the deterioration, so far as cross-ties and bridges were concerned, was exaggerated in the expert's report, if the above testimony and that of other witnesses, who were well acquainted with the condition of the road, is to be regarded.

In the following tabular statement the figures are taken from the exhibit B of the experts, which purports to give a statement of improvements put upon the N. L. & T. R. R. since 3d February, 1866, up to 13th April, 1875, and of estimated cash value of the same, in its present condition. R., p. 45. It will be seen, in that exhibit, that the experts fix a price for the works and then deduct for supposed deterioration. If the figures, fixing the cash value, if new, be taken wherever given, the following will be the result:

Collecting rails, clearing, etc		$ 4,950 40
Earth work	$ 9,584 33	
" "	36,087 74	
		45,672 07
Bridging, fink truss	8,851 40	
Draw bridge	14,614 00	
		23,465 40
Trestle work superstructure, 2,411,287 feet at $40 per M		96,440 00
Pile driving	12,852 00	
Materials	15,627 04	
		28,479 04
For foundation		1,847 00
Coffer dams, etc		2,700 00
Crib work		787 50
		$204,341 41
Stock-gaps and drains	$ 520 00	
Cross-ties	117,643 80	
Chairs	1,650 00	
Spikes	5,570 25	
"Estimated" value of frogs furnished since February, 1866	1,700 00	
Track laying	44,562 00	
	$171,646 05	
	204,341 41	
PRESENT cash value if new	$375,987 46	

The following items show the estimate placed on the works in their *present condition:*

Depots, shops and other buildings	$20,593 18	
Rolling stock (three locomotives)	18,550 00	
Passenger cars	8,500 00	
Six box cars and fourteen platform cars	8,429 18	
Estimated value of other cars	10,521 02	
Cars in Roadman's department	1,275 00	
		67,868 38
Pile driving machine, tools, etc	1,394 21	
Machinery, etc	3,877 60	
Present value of materials, etc	830 40	
Office furniture, etc	2,638 75	
Engineering and incidentals	26,400 00	
		35,141 01
Estimate of improvements in their present condition		$103,009 39

They allow only $2,100 for repairing locomotives. R., p. 48. They cost upwards $9,000. R., 48. And the two locomotives estimated at $16,450, cost $24,164.40. R., 182.

Green and others testify that the price of labor and materials was from 50 to 75 per cent. less when they estimated the values than when the improvements were made. Green's ans. to 3d interrogatory, R. 109; Richardson's answer to cross-interrogatory 4th, R. 64.

If the average deterioration, 33 8-10, stated in the experts' report, be added to those items estimated in their *present condition*, to-wit

		$103,009 39
33 8-10 deterioration		34,817 17
		137,826 56
Estimate of improvements fixed in report at *present* prices if *new*		375,987 46
		$513,814 02

This is 40 per cent. less than prices when the improvements were made, or 60 per cent. of the cost.

If to this sum be added 40 per cent. (the average estimate of the difference in the prices of labor and materials in 1875, and when the improvements were made)

	342,542 68
The result will be	$856,356 70

—more than defendants' charge, exclusive of interest paid, in their account.

If we analyze the Exhibit A, we will find about the same result. Thus, while these reports, in so far as they embody the *opinions* of the witnesses, are not reliable, yet they corroborate the correctness of defendants' account, by proving what works remain on the road, and the probable value at the time they testified; and this approximates the actual expenditure of the defendants for them, if we allow for deteriorations and the difference in prices when the work was done and now. Exhibit C of the report of the experts is in reality an abstract from the official report of Major Green, when chief engineer of the defendants, in 1870, showing the actual cost of the labor and materials to construct the works put upon the road by defendants, exclusive of salaries, equipments and other necessary expenses of construction, with some additional items expended in 1872 and 1873. Green says in his testimony that the expenditures for betterments were $515,226 14. This sum he makes thus:

Balance of construction and engineering accounts, as per his analysis of 1870	$490,769 10
Add sums expended in fiscal year ending 31st August, 1873	18,028 82
Sums expended from 1st Sept. to Dec. 1, 1873	9,428 22
Total	$518,226 14

He erred in giving this (in his report as expert) as the total of construction for the following reasons: He has not included the large sum ($78,000) paid for rolling stock and other large sums paid for salaries, contingent expenses, etc., even omitting sums paid for engineering subsequent to 31st August, 1870. He erred also in giving the sums aggregating $27,457 04, as the total expenditures for construction accounts during the periods mentioned

Oct. 31st, 1871,	D. O'Brien,	labor,	voucher,	1976	$ 27 50
" " "	J. M. Adams,	lumber,	"	1977	76 17
" " "	" " "	for Delta Platform,	"	1978	823 35
" " "	Ryan Bro.,		"	1979	249 02
Nov. 30, "	J. W. Simons,		"	2006	15 00
Jany. 10, 1872,	W. C. Golding,		"	2024	228 87
" 31, "	Lee, Richardson & Co.,		"	2049	90 55
" " "	M. Feibleman,		"	2050	60 42
March 30, "	" "		"	2069	13 25
					$1,584 13
Sept. 30, 1872,	B. McNamara,		voucher,	2138	$ 47 71
Sept. 30, 1873 & 1874,	Hughes & Bagat,		"	2253	$ 823 20
" "	J. M. Adams,		"	2254	3,134 98
Nov. 30, "	G. L. Record,		"	2280	380 60
Dec. 31, "	Bry & Muir,		"	2300	2,954 25
Feb. 24,	Hughes & Bagat,		"	2328	1,118 70
					$8,711 13
Total,					$10,343 00

In his report of 1870, Green ignores entirely the expenditures for rolling stock, detailed on pages 176 to 182 inclusive, not because they were not necessary betterments, but because he considered that providing for rolling stock was no part of an engineer's duty. He also ignores all expenditures for office expenses, salary, printing, stationery, &c., &c. The report of September, 1870, is that of an engineer making an analysis of construction and engineering account to that date. All other accounts, even expenditures for pile driving, were ignored, simply because their consideration was not necessary in *that report*, which he made as *engineer*. This fact, however, he seems to have overlooked, when he testified. If the amounts omitted in that report be added to it, the aggregate amount will approximate that of defendants' account. Rolling stock has been added.

Contingent expense account,.....	14,732 52
Office expenses account,.....	4,408 66
Printing,.....	1,590 85
Land grant,.....	8,839 23
Interest paid,.....	136,206 28
Salaries,.....	58,557 16
Law charges,.....	145 55
Right of way.....	5,081 70
And the sums expended in 71, 72, 73 and 74 not embraced in his reports as just shown.....	10,343 00
	239,904 95
Amount shown by Green's report and testimony.....	647,440 66
~~Plus $87,803 37 for Rolling stock,~~	$887,345 61

Thus the exhibit C and the testimony of Green show that the works made by defendants must have cost what they claim in their account. The testimony of Green and the reports of Green and of Richardson corroborate fully the testimony of McGuire and others, in proving the correctness of defendants' account. The report of Chief Engineer Green was made on the 1st September, 1870. The office of the company was destroyed by fire on the 1st of February, 1871, and the missing vouchers of defendants were then burned. The books, however, were saved. But all the items of the report of Major Green correspond with the items of defendants' account, and Green swears to their correctness. Green's testimony and his report, therefore, supply the loss of those vouchers, and prove the accuracy of defendants' account up to the date of said report, and corroborate the testimony of McGuire and other witnesses, who proved the account of defendants. The vouchers for the items of the account subsequent to the fire, 1st February, 1871, are in evidence and proved.

The account of defendants for constructions amounts to $884,061 16.

There is no evidence whatever to prove that any of the better-

ments or improvements placed on the railroad by defendants have been removed or destroyed. The fact is that nothing has been removed. Ties and bridge timbers have decayed and been replaced but they were worn out in the service of the owners.

The attention of the Court is now respectfully directed to the opinion and judgment of the Circuit Judge.

He decided substantially, in his opinion, that defendants were entitled to their necessary *expenses* for improvements and betterments and for operating and maintenance, with five per cent. per annum from the dates when the expenditures respectively were made and that defendants should account for the nett income with like interest from the dates when received. He further recognized the defendants' right to a privilege upon the proceeds of the sale of the property to secure their debt. This is believed to be in accordance with the law and jurisprudence of Louisiana. But he thought that in consequence of the *appreciation* in the currency of the country, instead of 40 per cent., which is proved by the witnesses to be the average difference in the price of materials and labor in 1875, and when the improvements were made, only fifteen per cent. should be allowed; and he adopted the exhibit B of the experts as the basis of his judgment. It is respectfully submitted that, the learned Judge erred in these particulars. This, it is believed, will appear from the analysis already made of the exhibit B. If it be adopted, the deductions for deterioration 33 8-10 should be added and then that sum would represent sixty per cent. of the sum expended by defendants, as labor and materials were forty per cent. greater when the works were made.

It seems quite manifest that the appreciation or depreciation of the currency of the country should have no effect in determining the expenditures to be reimbursed. If the improvements were paid for when values were inflated, so was the income earned

when freights were high in consequence of the currency being depreciated. Yet no deductions were made on this account. Besides, the learned Judge added 15 per cent. of the sum reported in exhibit B.; whereas it should have been 15 per cent. of the amount of which the sum found by the Judge was 85 per cent. according to his own theory. The Judge in the decree directed that defendants should only be paid *pro rata* unless the property brought the upset price stated by him. It is respectfully submitted that by the law of Louisiana a privilege is superior to a mortgage, and that the whole privilege debt must be paid first out of the proceeds of the sale. C. C., 3186; C. Practice, art. 685. It has already been shown that by the law and jurisprudence of Louisiana the defendants' right of detention is in the nature of a pledge, and that the property ought not to be taken from them till their necessary expenditures have been reimbursed to them.

The pledge is even higher than a privilege. It is further represented that the learned Judge erred in computing interest on both expenditures and earnings for 4 years. The interest should run from the dates of the expenditures and receipts respectively, as he had previously decided. And this is the manner in which the interest account is stated by defendants in their account rendered.

It is further respectfully represented that the Circuit Judge erred in requiring the defendants to depo-it fifty thousand dollars if required by the Master, before being authorized to bid at the sale of the railroad. It is respectfully represented that they are creditors to the extent of the amount fixed by the Court for their improvements, and by law they are authorized to bid, and to have their bid credited with the sum due them. C. C., 2445; C. P., Art. 688.

[redacted]

The amount expended for betterments, etc.....	$ 884,061 16
This sum includes $5,081 70 due by the V. S. & T. R.R. Co., for depot grounds at Shreveport, which was paid by defendants as it was secured by the vendor's privilege and mortgage on the lots.	
The difference of interest at 5 per cent. (½ of $361,531 38, int. stated in interest table.).....	225,959 10
Total.....	$1,110,020 26
From this deduct $123,469 88, or if the $21,090 81 earned before suit be not allowed, deduct $144,560 69, this will leave (in the first instance).....	986,550 38
Or (in the second).....	965,459 57

This sum should bear interest at the rate of 5 per cent. per annum, from the 30th April, 1875, till paid.

T s is the amount which defendants claim they are entitled to, in the event they are finally evicted. They respectfully pray, however, for a reconsideration of the judgment on the merits or title, and that they may be declared to be the owners of the property, by virtue of the sheriff's sale, which the Supreme Court of the State held to be valid, and for the reasons already stated.

Respectfully submitted,

JOHN T. LUDELING,

In pro. per.

Thomas

9 Oct 1 573
Oct. 2. 1878

Supreme Court of the United States

Nos. 525 and 526. October Term, 1878.

HENRY R. JACKSON et als., Complainants and Appellants,

vs.

THE VICKSBURG, SHREVEPORT, and TEXAS RAILROAD COMPANY et als., Respondents

THE VICKSBURG, SHREVEPORT, and TEXAS RAILROAD COMPANY et als., Defendants and Appellants,

vs.

HENRY R. JACKSON et als., Respondents.

THESE APPEALS ARE FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA, IN EQUITY.

Authorities Furnished at the Request of the Court.

Thomas McGill & Co., Law Printers, Washington, D. C.

AUTHORITIES FURNISHED AT THE REQUEST OF THE COURT.

I.

Judge Spofford cited article 3310 of the Civil Code to prove that the improvements made by defendants were covered by the antecedent mortgage. Defendants say this article refers to improvements placed there by the *mortgagor* exclusively. Articles 3407 and 3408 regulate the rights of the *mortgagee* and the *third possessor*,—that is, one not a party to the act of mortgage. Article 3007 says: "He can claim for his expenses and improvements only to the amount of the increased value, which is the result of the improvements made."

Article 3008 says: "The *fruits* and *income* of the property mortgaged are due by the third possessor" (whether in good or bad faith) "only *from the time when notification of the order of seizure was served on him*," &c.

II.

He said a railroad was not immovable property. Article 463 says: "There are things immovable *by their nature*, others *by their destination*, and others *by the object to which they are applied*. And the following articles define each class, to wit, articles 464 to 471, inclusive.

III.

The said privileges begin at the time the *betterments begin*—that they were made subsequent to the date of the mortgage, and therefore the mortgage took precedence. Article 3186 says:

"*Privilege* is a right which the nature of the debt gives to a creditor, and which entitles him to be preferred to other creditors, even those who have mortgages."

Article 3187 declares: "Among creditors *who are privileged*, the preference is settled by the *different nature* of their privilege."

Article 3188: "The creditors who are in the same rank of privilege are paid in concurrence, that is, on an equal footing."

Article 3189: "Privileges may exist, either on movables or immovables, or on both at once."

Article 3411 declares how mortgages expire or are extinguished. One of the modes is "by the creditor acquiring the ownership of the thing mortgaged." If the plaintiffs are owners, they can't have a mortgage on the property.

IV.

The question asked Judge Campbell by Mr. Justice Miller is answered in 16 Louisiana, 414, quoted in the printed argument of Ludeling first filed in this case, at pages 19 and 20. Demolombe and Delarombiére also cited. The question asked me by Mr. Justice Clifford is answered by the Supreme Court of Louisiana in the case of Wilson *v.* Benjamin *et al.*, 26 An., 587, where the plaintiff sued defendants for the value of a house built by him on defendant's land, also cited in the briefs filed.

Judge Campbell stated, in reply to Mr. Carpenter's point in reference to jurisdiction, that the North La. & G. R. R. Co. was the real defendant. I desire to direct the attention of the court to the fact that that company was not incorporated till the end of 1868; that this suit was filed December 1, 1866; the demurrer was filed on the 2d of March, 1867; it was argued and submitted May 29, 1867, and was overruled December 3, 1867. (Old Record, p. 50.) The petition of Horne was filed June 21, 1867.

Respectfully submitted,

JOHN T. LUDELING, *of Counsel.*

Supreme Court of the United States

Nos. 525 and 526. October Term, 1878.

HENRY R. JACKSON et als., Complainants and Appellants.

vs.

THE VICKSBURG, SHREVEPORT, and TEXAS RAILROAD COMPANY et als., Respondents.

THE VICKSBURG, SHREVEPORT, and TEXAS RAILROAD COMPANY et als., Defendants and Appellants,

vs.

HENRY R. JACKSON et als., Respondents.

THESE APPEALS ARE FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA, IN EQUITY.

REPLY TO COMPLAINANTS' BRIEF.

JNO. T. LUDELING,
Of Counsel.

Thomas McGill & Co., Law Printers, Washington, D. C.

Supreme Court of the United States.

Nos. 525 and 526. October Term, 1878.

HENRY R. JACKSON ET ALS., COMPLAINANTS AND APPELLANTS,
vs.
THE VICKSBURG, SHREVEPORT, AND TEXAS RAILROAD COMPANY ET ALS., RESPONDENTS.
} Appeal in Equity.

THE VICKSBURG, SHREVEPORT, AND TEXAS RAILROAD COMPANY ET ALS., DEFENDANTS AND APPELLANTS,
vs.
HENRY R. JACKSON ET ALS., RESPONDENTS.
} Cross Appeal.

THESE APPEALS ARE FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF LOUISIANA, IN EQUITY.

REPLY TO THE BRIEFS OF COMPLAINANTS.

JOHN T. LUDELING, *in pro. per.*

Errors of Fact stated in the Briefs of Complainants Corrected.

It is stated, at page 8 of brief No. 2 of the complainants, that "the property which came into the hands of these defendants was a railroad and appurtenances, which had

been properly constructed and was *in good order till the year* 1874, when a gunboat expedition visited the country through which the railroad passed, and destroyed *some* of the bridges, depots, and *portions* of the rolling-stock and track, and rendered it useless as a railroad for the remainder of the war."

This statement is not correct. The evidence in the record proves that the *eastern* subdivision of the railroad (from the Mississippi to Delhi, about 35 miles) was destroyed as early *as* 1872; that the western subdivison (from Delhi to Monroe) was destroyed *in* 1873, and that the gunboat expedition in 1874 only completed the destruction of what had not been destroyed at Monroe. *All* the bridges, depots, (except one,) rolling-stock, &c., had been destroyed.

See order of Confederate General Smith, and indorsement thereon, Old Record, pp. 406–407; testimony of Bishop, Old Record, p. 461; John McEnery, Old Record, p. 376; J. Hart, Old Record, 511, and other witnesses. The circuit judge says, in his last opinion: "When the defendants took possession of the property *it could not be called a railroad. It was a right of way on which were the ruins of what had been a railroad.*" (New Record, p. 326.)

Again, complainants say: "The testimony shows that the extent of the damage has been exaggerated, and that about *fifteen per cent.* of the cost of the railroad could have repaired the damage." (Brief No. 2, p. 8.) "That the experts value the improvements made by defendants at $347,361.29," (brief, p. 11,) and that "whatever else that belongs to the property was placed there by the Vicksburg, Shreveport and Texas Railroad Company, and is worth $1,229,118.36." (Brief, p. 12.)

This statement is intended to mislead the court, and is without any foundation in fact; and the evidence in the record disproves it. The western division of the railroad (from Red River to Texas) was built by the Southern Pacific Railroad Company, under a contract for its use dur-

ing twenty years; and most of the work by that company was done *after* the purchase of defendant.

The experts valued this portion of the road, *exclusive of the lease*, at..... $470,273 88

They estimated the eastern division, (from the Ouachita to the Mississippi, the only part of the road which the Vicksburg, Shreveport and Texas Railroad Company had constructed,) with the lands attached, at..... .... 1,106,205 77

Without the lands, at..... ..... 1,046,880 77

This estimate included *all the improvements placed on the railroad by the defendants.*

This is their estimate of the value of the property as a completed railroad, in 1875, based upon the value of labor and of materials in 1875. (Record, p. 76.)

Green's report as chief engineer, (Record, p. 87,) and his testimony, prove that the *materials* and *the labor* for placing the constructions on the road-bed—such as earth-work, cross-ties, bridging, depots and other buildings—cost defendants $518,228.14, *exclusive* of *rolling-stock*, pile-driving machines, tools, salaries, office expenses, and contingent expenses, and *exclusive* of other constructions made since 1873. (See printed argument of Ludeling, p. 109, *et seq.*)

The estimate of the experts, based upon the earnings of the two divisions of the road, and *divested* of the lease or claim of the Southern Pacific Railroad Company, is $833,-098.38. (Record, p. 44.)

But the western portion is not divested of the lease, and the estimate, therefore, should be less.

Their estimate of the *eastern division*, (which, as has already been stated, is the portion which had been completed before the war,) *with all the improvements of defendants*, is $389,098.38,—less than half the cost of the improvements placed on the railroad by the *defendants.*

Notwithstanding this, the complainants state in their brief that "about *fifteen per cent.* of the cost of the railroad would have repaired the damage," and that "whatever else belongs to the property was placed there by the Vicksburg, Shreveport and Texas Railroad Company, and is worth $1,229,118.36"!

Besides, this valuation in 1875 of the property, as a completed railroad in operation, is no proof of the value of the fragments of property found on it in 1866, in their damaged condition.

The proof of that value is to be found in the Old Record, at pages 461 to 527, inclusive. *Forty-three* witnesses of intelligence and veracity, who were well acquainted with the property, and its condition and value, and who were either entirely disinterested or were stockholders of the Vicksburg, Shreveport and Texas Railroad Company, and therefore testified against their interests, testified as to the value of the property. None of them placed the value higher than $75,000.

The object of that testimony was two-fold,—to prove the value of the property by those who had seen it, and who were acquainted with its condition at the date of sale, as they resided along the line of the railroad; and to prove that the appraisement was honestly made by the appraisers on the day of sale, by showing what the estimation of the property was in the community. The lands had no market value. Hart & Crosly were solicited, by the purchasers, after their purchase, to take an interest in the purchase, upon equal terms with Ludeling and his associates; but they declined, upon the ground that defendants had a hard bargain. (Old Record, pp. 460 and 511, testimony of Hart and Bishop.) C. G. Young, plaintiffs' witness, testified that Ray had advised the old company that it would be to their advantage to get rid of the grant, if possible, as it was burdensome. (Old Record, p. 42.)

On page 11 of the brief No. 2, it is stated "what was

done was broken, interrupted, transient workmanship, that perished rapidly, and entailed a second and a third time the same expense," &c. This is not a true statement.

The evidence shows that the works were well made and with the *best materials*. See engineer Green's report at page 121 of New Record. He says, "The *superiority of the cypress* over all other kinds of native timber, made it, even at largely-increased expense, an important desideratum in securing it for construction. *The bridging is exclusively of cypress, and seventy-five per cent. of the cross-ties are of the same durable* material." "The very light tax imposed for the next twelve years for account of renewal, will attest the good result of this policy." (Record, p. 121.)

At page 107 of New Record, Green testifies as follows, in answer to 6th and 7th questions:

6th. "ALL *the improvements put on the road*, over which I exercised control, I consider *necessary*, *useful*, and *beneficial* to the owners of the property," &c.

7th. "The works and improvements referred to in answer to interrogatories 5th and 6th *I consider well done*."

To 3d cross-interrogatory Green says, "The work of rebuilding and repairing the road was retarded by the flood of 1866, and subsequent floods. On account of the flood the cost of executing the work was, in some instances, enhanced." (Record, p. 30.)

See answers of Richardson to 3d, 5th, and 6th interrogatories. (Record, p. 64.) This is the testimony of complainants' own witnesses. It is not only uncontradicted, but is corroborated by Gordon, Stubbs, McGuire, and others. With what face can these complainants come now into court and say that "this was broken, interrupted, and transient workmanship, that perished rapidly, and entailed a second and third time the same expense"?

Not only are the ameliorations proved to be other than as stated by complainants, but they are also proved to have been *necessary to the* PRESERVATION, as well as to *the employ-*

ment, of the property. "The contracts made by me were based upon the *most advantageous and economical* terms, according to the best of my ability." Green's answer, at p. 10 of record. In his answer to 5th cross-interrogatory, at page 31 of record, he says: "Some of the contractors asserted that they lost money on their contracts, and to the best of my knowledge and belief the statement was, in some instances, correct. Some of the contractors *abandoned their contracts and forfeited twenty per cent.* of the amount they had done. In other cases, contracts, especially for bridging, were let at figures that would have broken down contractors possessing limited means, had the contract been enforced. In some instances of this kind, as in the case of Malcomb, I suggested that the price be increased to the same figures awarded other contractors for similar work." See answers of Richardson, Record, p. 64.

Green swears, at page 108 of record, that "At the latter date (1866) the railroad was not in a condition to produce rents, revenues, or income." He says in his 19th answer, that operating any portion of the road less than the whole, from the Mississippi river to Monroe, would not pay expenses.

He states further, "Had the work of reconstruction and repairing the road ceased when the suit against Ludeling and associates was filed, and no attention paid to the road thereafter, I am of the opinion *that the work referred to would have suffered serious deterioration.*"

21st. "YES; *I am of opinion the work would have been seriously damaged, and a portion of it lost.*" He is asked, "Was it not to the interest of the owners of the property that those having possession should continue to work on it, IN ORDER TO PRESERVE IT, TO PREVENT DETERIORATION AND LOSS, and to put the railroad in a condition to yield a revenue in excess of expenditures, whilst the title or possession was in litigation?" (Record, p. 105.)

His answer is, "In my opinion, YES." (Record, p. 108.)

See answers of Stubbs at pages 93 and 94 of New Record. He says: "The road was, as rapidly as possible, rebuilt and furnished with necessary stock to operate it." Gordon's testimony, New Record, page 96, *et seq.;* and McGuire's testimony at page 99 of the record. It fully corroborates Green's and Gordon's statements.

At page 12 of the brief number 2, it is said the property could have been sold to Brenner & Co. for $1,000,000; and that defendants bid $525,000, and Brenner & Co. bid $550,000, for the property. Defendant Ludeling bid $525,000, *at the instance and request of Horne*, for *his principals, who are complainants in this suit.* (O. R., 341, 363, 397, 408, 452; answers to 14th int.) It is not true that defendants could have sold the property to Brenner & Co. for $1,000,000;—all the defendants denied this statement under oath, and in their answers to interrogatories propounded to them by the plaintiffs. Swan swears he had no money; and Mr. Baker testified that Brenner was unable to borrow $5,000 to supply a plantation. They had bid $550,000 for the property, which was adjudicated to them, but they failed to pay the coupons presented, amounting to less than $40,000; and the sale was made anew. The idea that these men would or could have paid $1,000,000 on the same day for the same property, is preposterous.

The Supreme Court decided, in the suit of Brenner & Co. *v.* Hardy (sheriff) and Ludeling *et als.*, that the second sale was valid. The testimony of Hardy shows that an attempt was made, in advance of the sale, to bribe the sheriff to accept the bid of Brenner & Co., without exacting payment of the coupons presented, but the sheriff could not be bribed. (R., p. 168.) Swan never offered $1,000,000; *he did say*, as he was walking out of the office, he would give $600,000 for the bid, and the offer was treated jestingly,—as not serious,—as he and his friends had just shown their inability to pay $40,000. (See brief of Ludeling, p. 55; Horne's ans. to 12th int., R., p. 69.)

At page 13 it is stated, that "there was an arrearage of interest on the mortgage, on February 3, 1866, amounting to $168,000." In October, 1865, there was due, besides the $168,000 of interest, $164,000 of matured floating-debts. (See resolution of stockholders' meeting, O. R., p. 380.) It is further stated, "there was co-operation, with a view to a reorganization and reconstruction of the corporation, *and general consent obtained.*" This is denied. There is no proof of the assertion in the record. An agreement *among sixteen of the complainants and Horne*, who constituted about one-third of the bondholders, was entered into, by which Horne was authorized, as their agent, to go to Monroe, La., to foreclose the mortgage, and to buy the property "*for the undersigned*, bondholders, preferred stockholders, and creditors of the V., S. & T. R. R. Co." They represented 291 *bonds*. (O. R., p. 75.) This agreement is signed by Wadley, the president, and by other directors. It is further stated, that Gordon had four bonds, which he had purchased; and that with "these securities, and *a supply of malice, covetousness, and mischief*, late in the year 1865, *he started this suit*, WITH ASSOCIATES." (Brief, p. 13.) This statement is not true.

Gordon swears he sued to collect his debt, and not to injure any one, (O. R., 361, 7th ans.,) and that he *had no associates* in that suit. (O. R., 360.) So do all the defendants swear, that they had no interest in or connection with that suit. (O. R., 340, ans. 6; 376, 386, 396, 451.)

And there is not a particle of evidence to contradict this testimony.

If there be any "malice or covetousness" in this case, it is in those who combine together to enrich themselves by means of such reckless and calumnious assertions.

At page 14 of the brief, it is said that the principal result obtained will be the "sentence of condemnation and punishment that follows those who, *by faithlessness to trusts and confidence reposed, wrest, by the forms of law, from the un-*

informed and confiding their just rights." Who among the defendants betrayed any trust, or was faithless? What trust was betrayed? Who were the uninformed and confiding?

Where is the proof to be found to sustain any one of these charges? They are mere assertions, utterly unsupported by any evidence, and they are not founded in truth.

On page 18 of the brief, complainants intimate that the court concurred with the master in adopting the value reported by the experts, and state that there is a discrepancy between the opinion and the decree,—the result of inadvertence,—and that this variance amounts to $107,572.91.

It is astonishing that such misstatements should be made in a printed brief. The Circuit Court said: "The point made by this exception is, that the master, in estimating the value of improvements remaining on the road, *estimated that value in their deteriorated condition*; and that the defendants are entitled to be allowed their *costs* when made, and *not their value in their deteriorated state. This exception appears to be well taken.* The testimony of Green and Richardson, the experts appointed by the court, shows that they deducted large sums from the cost of the materials, &c., put upon the road by defendants, *on account of deterioration.* For instance, on page 12, Exhibit B, there is a deduction of $49,005 for deterioration of iron rails; *and said deductions appear to be carried into the general summary on page* 14, *same exhibit, and to be subtracted from the amount of the value of the improvements made by the defendants;* although it is not shown or claimed that they placed any iron rails whatever upon the railroad." (Record, pp. 323 and 324.)

The circuit judge, therefore, disallowed those deductions, made on account of deterioration, by the experts and the master. The complainants' counsel are entirely unwarranted in representing that there exists any discrepancy between the opinion and the decree in this particular.

The defendants complain, however, that there is error in the decree to their prejudice, in not allowing them all the deductions by the experts and the master. For example, the experts and the master deducted, in their estimate, the following sums on account of *deteriorations*, to wit: $8,205.67 for deterioration in earthwork (Record, p. 78); $9,080.40 for deterioration in trestle-work; $58,821.90 for deterioration in cross-ties; $1,713.50 for deterioration in chairs and spikes (Record, p. 79).

In regard to the rolling-stock, the deductions by the experts and the master for deterioration are even greater.

The locomotive engines Maçon, Ouachita, and Reid were repaired at a cost of $21,000 (Record, pp. 347 and 423, answer 28th) in 1866. These locomotives have been in service on the road ever since, and yet *not one cent* has been allowed for the repairs on them.

The Richmond and Caddo (locomotives) were purchased in 1871, and cost $24,164.40 (Record, p. 182, and Green's testimony, Record, p. 111); but only $16,450 is allowed by the experts and master (Record, p. 81); and they allowed only $2,100 for repairing the Madison (locomotive), which cost defendants $7,269.40 (Record, p. 126). Nothing was allowed for repairing and rebuilding passenger cars, six box cars, and fourteen flat cars. On other cars, estimated at $10,521, they allowed $7,896.02, deducting $2,625.00 for deterioration. (Record, p. 82.)

The circuit judge disallowed the deductions for deterioration of rails, $49,005, and some other items, amounting to upwards of $100,000, but he seems to have sanctioned the deductions for deterioration of cross-ties, rolling-stock, &c., and he made no allowance for salaries of officers, office expenses, contingent expenses, &c. The defendants complain of the decree in these respects. (See printed argument of Ludeling, pp. 105 to 108.)

The plaintiffs have appended to their briefs a tabulated statement, purporting to show what sums defendants have

received for salaries, for interest on moneys loaned the company, and for work done by some of them. There is no complaint that the salaries were too large, that the interests were illegal, or that the price for work was not fair; on the contrary, the salaries were low,—the president's salary being $3,000 a year, the others in proportion; the interest charged was legal, and the price for work was reasonable. (See testimony of Green and Richardson, already referred to.) Necessarily, salaries had to be paid to somebody to provide means to reconstruct the railroad, plan, direct, and superintend the works and the operation of the railroad; and that they were paid to persons who believed they were the owners of the property, and who advanced a large portion of the money to make the constructions, (exceeding in amount from four to five times the sums received by them,) was not, it is submitted, unusual or improper.

As to the sums paid to Bry and others for work, their contracts were made with the chief engineer, Green. Bry & Muir lost heavily on their contract for bridging the Macon. (See testimony of Green, already quoted.) The statement is presented in an imposing form, and was designed to create an impression that the defendants had rewarded themselves with liberal salaries for unimportant services. But aside from the insinuations and innuendoes it seeks to make, by parading in artful form these items, it is without warrant of testimony or of right. The work paid for had to be done, has been done, and the laborer is worthy of his hire. There is no evidence that these charges were other than moderate and usual, and no objection was made to them in the lower court.

In one of the briefs of complainants, at page 11, it is stated that "the majority of the directors were parties to the wrong, and were vendees of the sheriff." * * * * "*The stockholders*, having an equitable interest in the franchises and estate, joined with the hypothecary creditors,

and are plaintiffs." The evidence proves that *only three* of the *purchasers at the sheriff's sale* were *directors*. There were *seventeen* directors—fifteen elected by the stockholders, and two appointed by the governor of the State. The bill in this suit shows that *Wadley, Grant, Mitchell, and Swanson, all bondholders*, are the only *stockholders* who join in the suit. Yet these individuals assume to act *for the corporation*, as well as for the bondholders!

Complainants say, on page 35 of brief No. 1, "The defendants made no effort to show what constructions and works *did remain* on the ground, of their workmanship, or composed of their materials, and there exists no evidence of such constructions and works, except that contained in Exhibit B (Record, pp. 78, 86)." The defendants and other witnesses prove that when they received the property from the sheriff it consisted of a road-bed badly damaged, with the iron rails not in position, and the *wrecks* of locomotives and cars, and that now it is a completed railroad, with rolling-stock, depots, warehouses, &c. The account of the defendants, which is proved beyond a doubt to be correct, shows exactly what was expended for the construction. Green and Richardson, and all the other witnesses, prove the works were *necessary, useful*, and *beneficial* —the reports of Green, chief engineer, show what improvements were made—*and there is not any evidence whatever to show that any improvement or work placed on the railroad has ever been removed.* Nor is it pretended that any has been removed from the road; but ties and bridge timbers have been renewed, and it is gravely maintained that defendants are not to be paid for their works worn-out in earning revenues, *which complainants claim, and which have been awarded to them.*

The *experts* themselves say in their reports, that "The books of the North Louisiana and Texas Railroad Company, as is stated by the secretary of the same, *show the fol-*

lowing expenditures from February 3, 1866, to April 13, 1875, for the items named:

Construction		$557,287.91
Rolling stock		77,795.43
Engineering		19,415.87
Salary		58,557.16
Contingent expenses		14,732.54
Interest		136,206.28
Office expenses		4,408.66
Land grant	12,714.00	
Less lands sold to Waddill	3,874.77	
		8,839.23
Law charges		145.55
Right of way and depot ground		5,081.70
		$884,061.16

This they make a part of their report. (Record, p. 87.)

At page 42 of the brief it is said: "The facts show that during the years 1866, 1867, 1868, 1869, *there was no serious effort to reconstruct the railroad, and that the expenditures were slowly and scantily made, creating a greater outlay and more urgent demand for repairs.*" This statement is unwarranted by the facts. (See Green's report as engineer, made in 1870, Record, p. 121.) This shows that the whole of the eastern division, from Monroe to the Mississippi river, had been reconstructed, and the road was in operation by the *2d of July*, 1870. The accounts of the defendants show when the expeditures were made; the answers of defendants to interrogatories propounded to them in the bill show that in 1868, when they answered, they had expended over $280,000; and Stubbs swears that "the work was, as rapidly as possible, rebuilt and furnished with necessary stock to operate it." (Record, p. 96.)

Elsewhere in their briefs the complainants say that there seems to be a discrepancy in the testimony of Green and Richardson, experts, and defendants' evidence, in regard to

the number of cross-ties used, and it is attempted to be explained by representing that the cross-ties were of inferior materials, which decayed rapidly and entailed increased expenses, &c. It has already been shown by Green's report, made in 1870, as engineer, that seventy-five per cent. of the ties in 1870 were of *cypress, the best material*. In 1872, 22,485 cross-ties were placed on the road. (Record, p. 130.) In 1873, 25,016 cypress cross-ties were placed on the road. (Record, p. 133.) So that all or nearly all the cross-ties in the road in 1873 were of cypress, the most durable native timber. At the beginning of the work, it was difficult to procure the necessary ties; there were no saw-mills along the line of the road; and oak ties, as well as cypress ties, were used as they could be procured, but the price paid for oak ties was about forty per cent. less than for cypress. But the supposition of the complainants does not explain the discrepancy between the *estimate* of the experts of the number of ties on the road and the evidence of the defendants as to the *actul number* placed there. The true explanation is this: the complainants' *experts guessed* at the number, while the defendants' witnesses testified from *their knowledge*. Their testimony is supported by the account of defendants, taken from their books, and proved to be correct by credible witnesses, and by the *receipts* for the payments made.

The Defendants' Authorities Examined.

It is idle and unfair to seek to limit the defendant's rights by the rules of the common law of England and the United States, or by the decisions of courts of chancery, or by the speculations of eccentric critics, philosphers, and would-be reformers. Such efforts are wholly impertinent, and are designed to distract the attention from the principles really applicable to the matters properly to be investigated, and to mislead and confuse the judgment. It may be true,

as claimed by these complainants, that there is "no case grounded upon common-law principles" which would afford relief to occupants of land who, like these defendants, may have made improvements upon, and incurred expenses in preserving such property; and it may be true that "courts of chancery follow the law and deny such relief"; and this doctrine may find support in the philosophy of Jeremy Bentham. But it is not by the common law, nor the courts of chancery, nor the abstractions of Bentham, that this case is to be tried. It is "by the laws of Louisiana"; by that civil law of which Judge Story has said, in treating of this subject, "that it *seems to have proceeded upon* A FAR BROADER PRINCIPLE OF NATURAL JUSTICE." (Story's Eq. Jur., sec. 1239.) That this system fully merits the high encomium of that distinguished jurist, no one—except, perhaps, the complainants—will for a moment deny.

"*Ne quis lucretur cum jactura alterius.*" *Jure naturæ æquum est, neminem cum alterius detrimento et injuria fieri locupletiorem.* (Dig., Lib. L, Tit. XVII, l. 206.) This is the controlling principle of the civil law applicable to this branch of the instant case.

The complainants seek to evade the force of this humane and just principle by saying, over and over again, that it has no application to possessors in bad faith. Passages from the French and Roman authorities are riven from their context, and sometimes, by unfair translations, perverted from their original meaning, in order to defeat the just claims of the defendants. For example, the complainants say in one of their briefs: "The jurists whose opinions are quoted in the Pandects are equally explicit. After discussing the claims of the *bona-fide* possessor, one says: '*Hactenus de bonæ fidei possessore. Malæ fidei vero possessione nihil aliud circa non necessarias conceditur quam ut tollat ea quæ tolli possunt.*' He is entitled to nothing beyond his

necessary expenses, and permission to take away what he has constructed." (Poth. Pand., p. 56, sec. 48.)

Brief No. 1, p. 18.

Now, the defendants submit that this is not a fair translation or paraphrase of the passage cited; that the terms "*tollat ea quæ tolli possunt*," do not mean "to take away *what he has constructed*," but do mean that the possessor may take away *such things as can be taken away;* and that these terms do not, in any manner, derogate from the principle which forbids one to enrich himself at the expense of another; and that embankments, ditches, and culverts, and the like, which a possessor may have constructed, and which he cannot take away, are not to be left to enrich his successor gratuitously.

In order to prevent the court from being misled by such misconstructions of the principles of the civil law, it is necessary to cite at some length such authorities as should command respect in expounding those principles, and the passages from French authors have been translated.

The Law of France.

The law of France, from which that of Louisiana is especially taken, recognizes to the fullest extent the claims urged in behalf of the defendants. The provisions of the Code Napoleon, the decisions of the highest courts, and the opinions of the most distinguished jurists of France, concur in sustaining the position of this argument.

The articles 508 of the Revised Civil Code and 500 of the Code of 1825, and article 12, page 104 of the Code of 1808, are identical with the article 555 of the Code Napoleon.

Mr. Marcadé, whose reputation as a jurist is second to that of no man in France, and whose authority commands more generally perhaps than that of any other commentator, the highest consideration in the courts of the State of

Louisiana, in commenting on this provision of the law says: "The Code desired to be, and knew how to be, just; (le Code a voulu et a su etre juste;) it has declared that *one should never enrich himself at the expense of another, not even at the expense of one in bad faith;* and it declares, in the articles under consideration, that if constructions are made on your property by an individual who knew that the property did not belong to him, you would, nevertheless, be bound to let him remove the constructions, or to reimburse him all that he had expended." (Marcadé, vol. 2, p. 414.)

Boileux declares: "If the third person who has made the works has been in bad faith, the owner of the soil has the choice either of retaining the constructions, plantations, and works, in which case he becomes at once the debtor for the value of the material and price of the workmanship, (for the retention is equivalent to a tacit appropriation,) or of requiring the demolition of the works, and then the expenses which it involves are supported without any indemnity by the owner of the materials. In the latter case the owner of the soil can even exact an indemnity when the works have been injurious to him; for example, when he has been for some time deprived of the enjoyment of a garden, &c." (2 Boileux, p. 672, Com. on Art. 555, C. N.) He says at p. 675: "If the possessor has been in bad faith, since he ought to restore the fruits, the owner can apply their value to the price of the materials and of the workmanship, which he is bound to reimburse to the possessor."

Demolombe, who is cited by the complainant, says: "As to the possessor in bad faith, it is true that he is in fault towards the owner. Although it may be that he is aware that the immovables do not belong to him, he may nevertheless be ignorant of the name of the true proprietor. But it none the less concerns him and his own interest that he should make constructions and plantations, in the hope of always preserving the property and of acquiring it by prescription or otherwise. The presumption of a free gift

(*libéralité*) to the owner never entered his head." (9 Demolombe, No. 695, p. 666; see also p. 610, vol. 9.)

Merlin says: "We may, therefore, lay it down as a settled rule, that the proprietor, who sues for an immovable, never ought to enrich himself at the expense of the possessor, whether in good or in bad faith, no matter in what manner the maxim ought to be applied." (1 Repertoire de Juris, *verbo* Amélioration.)

Pothier says: "As to the possessor in bad faith, he is entitled to be reimbursed the sums expended for the preservation of the property. As he accounts for the fruits and revenues, he does so only *deductis impensis*." He adds: "There is no difference between the possessor in good faith and the possessor in bad faith, as to the reimbursement which ought to be made them of what they have expended. *These expenditures include such as are necessary for the preservation of the thing that the owner would have had to make, if the possessor had not made them, and even others than those of simple maintenance.*" (5 Pothier, (par. Jupin,) Bruss. Ed., Nos. 344, 345.)

Larombiére, in his Treatise on Obligations, in commenting on article 1381 of the Code Napoleon, says: "He who has received the thing, and who, at any time, has made upon it outlays which have preserved and improved it, it is not just that these outlays should be a loss for him and a benefit for the true owner. It is this principle of equity which has dictated the provisions of our article. It is conceded that even good or bad faith makes no difference on this point; *for it is at all times true, that no man can enrich himself at the expense of another.* This question was, nevertheless, formerly controverted." And he refers to Pothier Propriété, No. 350, the very authority relied on in the brief of complainants. He proceeds to divide these outlays into expenses necessary and useful and ornamental. "Necessary expenses are those which have for their object to preserve the thing from loss or deterioration. Useful expenses

are those which improve the thing at the same time that they preserve it. Luxurious expenses have only for their object the embellishment, the pleasure, the ornamentation of the thing." (5 Larombiére, Obl., pp. 676, 677.)

Mourlon, the latest of the French commentators on the Code Napoleon, in commenting on article 555 of that Code, thus speaks of the possessor in bad faith:

"The proprietor can, if he so elects, keep the works constructed on his soil. If he retains them, he thereby approves of them. *From that time he is presumed to have himself ordered their construction, which carries along with it the obligation to pay their entire cost.* If, then, the expenditure is 100 francs, while the enhanced value is only 80 francs, he will be compelled to pay, not the 80 francs,—the enhanced value,—he must pay the entire expenditure. (1 Fr. Mourlon, p. 698, No. 1463.)

As to the Defendants' Right to Interest on the Sums Paid by Them.

Demolombe, in his Commentaries on art. 555 of the Code Napoleon, vol. 9, p. 629, sec. 679, says: "The proprietor of the soil, when opposed to the possessor in bad faith, can without doubt make claim to the natural and civil fruits which are the results of the works, constructions, and improvements which this third possessor has placed on the soil; for these fruits were the produce of his immovable property, and of which these works and improvements were an integral part. But in this case he will owe the interest on the sums that these works cost the possessor in bad faith, and from the day on which those sums were disbursed.

"To this it might be objected, but without reason, that interest is only due from legal demand when the law does not in express terms give interest, and that no text of the law gives interest in favor of the possessor in bad faith. The answer to this is, that the interest, properly speaking, of a sum of money, is not in question; it is the settlement of an

indemnity due by the proprietor to the possessor in bad faith; and the Court of Cassation has said with great force of reason that the sums expended by the possessor in bad faith ought to be admitted in compensation of the fruits, rents, and revenues which the proprietor has drawn from the immovable."

The learned author refers to Pothier de la Prop., No. 343; Nouveau Denizart, vol. 1; vol. Améliorations, No. 5; Comp. Cass., 9 Dec., 1839; Robert, Dev., 1840, I, 66; Demolombe, vol. 9, p. 629; and other authorities.

In support of the doctrine laid down by these distinguished authors, it becomes unnecessary to cite more than two of the decisions of the French tribunals. They have direct reference to the claim for interest which is so strenuously resisted in this case.

In the case of Robert *v.* Courtin & Dethan, this subject was discussed with great learning and ability by eminent counsel. The discussion is contained in Sirey, 1840, p. 66. The Court of Cassation decided as follows: "Where improvements have been made on an immovable by a third possessor in bad faith, and who by reason of the action in revendication and election exercised by the real proprietors, is forced to make restitution of that immovable, with the constructions, and additions and improvements, and the fruits and revenues it has produced while unlawfully in his possession, the owner is under obligation to restore to the third possessor not only the value of the materials employed in improving the property, and the price of workmanship, but besides, and in addition, he also owes interest on the advances used in making these improvements, and from the day on which these advances were made."

In the case of Godard *v.* Valette, (Journal du Palais, I, 1844, p. 399,) the Court Royal d'Agen held that "the possessor in bad faith of a factory, for instance of a glass factory, in case of eviction and consequent decree to restore

fruits, is only bound to account for the ordinary products of the establishment,—that is to say, the fruits which it has produced and should have produced,—and not for extraordinary products; that is, the commercial profits, which are due only to the industry, intelligence, and activity of the possessor.

"The possessor in bad faith, who has made useful and necessary disbursements on the immediate property from which he has been evicted, and which have increased its value and its revenues, has a right to be reimbursed, not only the capital employed in these constructions and improvements, but also the interest on this capital."

Article 1938 of the Civil Code says: "All debts shall bear interest at the rate of five per cent. from the time they become due, unless otherwise stipulated."

Article 1965 justifies the claim for interest, as well as articles 2299 and 2314.

The question of interest was fully examined and passed upon in the case of Mrs. Gaines, in the able opinion of Mr. Justice Bradley in the Circuit Court, and by this court.

The position of complainants, that the Code declares in article 508 that the owner is entitled to *nothing* but the reimbursement of the value of the materials, &c., and therefore excludes the claim for interest, is hardly worthy of notice. The meaning is clearly manifested by the qualification, "without regard to their greater or less value which the soil may have acquired thereby." Besides, article 1938 has been incorporated in the Code since its adoption in 1825, and would modify the previous article if any conflict existed.

The Law of Spain.

The Spanish law upon this subject is identical with our own. It sustains the position, that in respect to the right to be reimbursed for useful expenses by which the property has been made more valuable to the owner, the Code makes

little or no distinction between the possessor in good or in bad faith. The 44th law, 28th title, 3d Partidas, provides that "men may incur expenses on account of other person's houses or lands, not by erecting new works there, but by making necessary repairs or by doing things by which the estate is benefited. In that case, we say that if such expenses were necessary, that they who made them may and ought to recover them back while in possession of the estate upon which they expended them, whether held in good or in bad faith; and though the owner may evict them by a judgment of court, they will not be obliged to deliver them the house or estate until they shall have paid them the expenses incurred on account of the same."

THE LAW AND JURISPRUDENCE OF LOUISIANA.

In Pearce *v.* Frantom, Judge Bullard, the organ of the court, considered maturely all the authorities cited, (which were substantially those now cited by complainants,) and it was then decided that, "in respect to the right to be paid for *useful expenses, by which the property has been made more valuable to the owner*, THE CODE *makes little or no distinction between the* POSSESSOR IN GOOD OR IN BAD FAITH." (16 La., 422.) This case was decided in 1840—the rights of the parties originated anterior to the code of 1825—but improvements were made *after judicial demand and until eviction in* 1833. So that both the Code of 1808 and 1825 were applicable to that case; but there is no difference in the codes on this point. That case was followed as the settled jurisprudence of Louisiana without question till, *in* 1854, in the case of Beard *v.* Morancy, the court expressed a doubt if the rule had not been stated too broadly in according to the possessor in bad faith his expenses for merely *useful* improvement. The court said: "The other bill of exceptions was taken to the opinion of the court *admitting testimony relating to improvements made* SINCE *the judgment of*

eviction. The *question presented by this exception was fully examined in the case of Pearce* v. *Frantom*, 16 La., 423. The court in that case came to the conclusion that, *under the general principles of the civil law* and the enactments of the laws of Spain, *the party evicted was entitled to be* INDEMNIFIED for the *useful* improvements by him made on the property, *during the whole time of his possession.* This doctrine appears to have been acquiesced in ever since.

"Our impression is that the rule has been laid down too broadly; *but there* CAN BE NO DOUBT *that the party evicted* is entitled to be paid *for necessary improvements.* The improvements in this case were *clearings, levees, and ditches,* without which the lands could not have been brought into cultivation, *so as to yield rents and profits, which the plaintiff now claims. These are necessary improvements,* and the Judge did not err in admitting evidence in relation to them." (2 An., 347.)

The counsel for complainants, referring to the case of Pearce *v.* Frantom, say: "This was followed in Keller *v.* Pepper, 3 Rob., 138; Williams *v.* Barker, 12 Rob., 253. *All these cases* were subject to the law of the State prior to the Code of 1825, pages 36 and 37 of this brief. This is an error; the case cited in 3 Rob., 138, is Kellam *v.* Ripley. It was decided in 1842, and the rights of the parties originated in 1838, under the Code of 1825. The case in 12 Rob., 253, was decided in 1845, and was decided under the Code of 1825.

In the case of Anselm *v.* Brashear, 2 An., 403, cited by complainants, the plaintiff intruded upon the cultivated land of the defendant, built a cabin on it, and remained on the premises less than a year, when he voluntarily abandoned it. The cabin (worth about $50) was torn down, "leaving," says the court, "the materials on the spot, and, for aught that appears to the contrary, at the disposal of the plaintiff," and the court said plaintiff could not recover damages.

What possible application can that case have here? The complainants say: "The cases of Hollen *v.* Sapp, 4 An., 519, and Jones *v.* Wheeler, 4 An., 541, follow all the cases, which had decided that a possessor *mala fide*, having no title or right to possession, could not be compensated for his improvements"—page 37 of complainants' brief. In their brief before the Circuit Court they said these cases "decide that the want of title or right to possession answers all claim for improvements. No notice is taken of Pearce *v.* Frantom." The court would infer from these statements that the cases cited had been decided under article 500 of the Code. Such, however, is not the fact.

The court said, in the case of Hollon *v.* Sapp: "This case does not differ in principle from that of Jenkins *v.* Gibbon, 3 An., 204, in which we held *that improvements upon the* PUBLIC LANDS, where the party making them is not in a situation to avail himself of the pre-emption laws, cannot form the subject of a contract. The counsel for the defendant controverts the correctness of that decision, and contends that, under article 500 of the Civil Code, the defendant is entitled to recover the value of the materials employed by him, and the cost of the workmanship, even if he were a possessor in *bad faith*. *We are of opinion that this article of the code is not applicable* to materials *used and labor expended in making settlements upon the national domain.* * * * *No right can be acquired in relation to the public lands, except under authority of Congress.*" (4 An., 519.) The case of Jones *v.* Wheeler was disposed of upon the authority of Hollon *v.* Sapp.

The next case complainants cite is Gibson *v.* Hutchins, 12 An., 545. They say: "The subject was considered by the court with deliberation and care, and a judgment of cogency and force rendered, *assimilating the law of Louisiana* to the conclusions of the enlightened jurists we have quoted on pages 21 and 22." In the brief filed in the Circuit Court, it was said, this decision "established a sound and

sensible rule." No doubt, at least, one of the complainants' counsel thinks so, as he was the author of that opinion; but in trying to establish that "sound and sensible rule," and to "*assimilate the law* of Louisiana" with the laws of other States, article 500 of the Civil Code is wholly ignored, as well as the fact that the controversy in the case of Gibson *v.* Hutchins did not relate to *public lands*, or *to settlements upon public lands*. The settlement was made upon the Bringier grant, which was private property.

The organ of the court said: "We think it a matter of moment that the jurisprudence upon the subject of the *public lands* and the rights growing out of *settlements upon them* should be as uniform as possible throughout the several States." (12 An., p. 548.) And he further overlooked the fact that the settled jurisprudence of this State was that rights acquired upon public lands were regulated by *Congress*, and not by State courts. (4 An., 519; 4 An., 541; 3 An., 204; 10 An., 540.)

The court said (p. 547): "These cases (Pearce *v.* Frantom, 16 La.; Kellam *v.* Ripley, 3 Rob.; and Williams *v.* Booker, 12 Rob.) were fully considered by this court before determining the case of Hemken *v.* Overby, decided at Monroe last summer, and were *in one particular* overruled. We found ourselves unable to class a mere possessor of public lands of the United States, even with the hope of a future entry by pre-emption, amongst 'possessors in good faith.'"

It is respectfully submitted that the court did *not* decide that the defendant in the case of Pearce *v.* Frantom was a possessor in good faith. As has already been shown by a quotation from the opinion, the court said it was not prepared to admit that he was a possessor in bad faith, but that, to enable him to recover for his useful improvements, it made no difference whether he was a possessor in good or bad faith. (16 Louisiana, 422.) In the case of Kellam *v.* Ripley (3 R.) the court said: "So far as those improve-

ments have added to the value of the land, over and above the fruits since the institution of the suit, the defendant, in our opinion, is entitled to be paid by the party evicting him. See Pearce *v.* Frantom," and the court said nothing about good faith or bad faith. The case in 12 Rob. was decided upon the authority of these two cases.

In Gibson *v.* Hutchins the court evidently misapprehended the ground upon which Frantom had been allowed for his improvements. It was, that useful improvements had been made by him upon the property of another, which had added value to the property, without reference to the good or bad faith of the defendant. This principle was distinctly announced in the case of Wilson *v.* J. P. Benjamin *et al.*, (decided in 1861 and reported in 26 An., p. 588,) in the words following: "The same principle may be laid down with regard to the possessor in good or bad faith, whose works and constructions have been kept by the owner of the soil." (D'Armand *v.* Pullen, 16 An., 244.)

"The obligation of defendants (the owners) is to pay the value of the materials and the price of the workmanship, without regard to the increase or decrease in the value of the soil." (C. C., 500.) The case of Hemken *v.* Overby, not reported, was decided by the same judge who decided Gibson *v.* Hutchins, and the portion of it quoted in the Gibson case—to wit, "We are unable to recognize the doctrine that one who makes improvements upon property to which he knows he has no title, has any legal or equitable claim to reimbursement for such improvements"—is manifestly in contradiction to the plain letter and spirit of article 500 of the Code of 1825. These two decisions have not been followed by the courts of Louisiana.

The case of French *v.* Bach, 26 An., 731, is also cited by complainants. In that case there is *no claim for improvements set up*, and there was no evidence on the subject. The judgment of the lower court refused rents to the plaintiff, and reserved to defendant the right to sue for improve-

ments. On appeal, this judgment was reversed. The jurisprudence of Louisiana is, that failure to claim improvements in the suit for eviction does not preclude defendant from suing for them afterwards. (1 N. S., 299, 324; 7 N. S., 650.) Therefore there was no necessity for reserving the right, if he had made any improvements.

The case of Slidell *v.* Brugere, 27 An., 70, is the last cited by complainants. Brugere had purchased under a decree of confiscation. After the death of Slidell his heirs sued for the property. In that case a loose and unguarded expression by the organ of the court is relied on to overthrow the deliberately expressed views of that court on the subject of improvements in several cases. The court said (p. 70): "*He was the owner of the property, &c., when the improvements were made.* It is true his ownership existed only during the life of Slidell; still, during that time, *it was absolute.*" His situation was assimilated to that of the *usufructuary* who, under the Code, is not entitled to pay. In two cases decided immediately afterwards, at the same term of the court, the court granted rehearings (Heirs of Slidell *v.* Gunthier *et al.* and Heirs of Slidell *v.* Vanderstacken *et al.*) on this precise point. In the first, Mr. Justice Wyly said:

"The judgment restoring the property to the plaintiff and requiring defendants to pay rents since the death of their father was undoubtedly correct. Although *no distinct demand* was raised in this suit by defendants for restitution of moneys advanced by them *to make necessary repairs and to pay taxes accruing since the institution of this suit*, we believe the ends of justice will be subserved *by reserving to defendants the right to set up such demands*, if any such they have, in a separate action hereafter." (See Opinion Book 44, p. 653.)

The same decree was made in the case of Slidell *v.* Vanderstacken. (Opinion Book 44, p. 654.)

Besides the cases noticed, there are several others decided by the court where there was no possible doubt about the

possessor being in bad faith—decided both before and after the case of Gibson *v.* Hutchins. In Lowery, Curator, *v.* Erwin, 6 Rob., 210, it was held that Erwin had been guilty of *fraud;* but he was allowed pay for his improvements.

In Stanborough *et al. v.* Wilson, 13 An., 494, a pre-emption right been sold in contravention of an act of Congress. The sale was declared null and the possessor in bad faith; but the court allowed him pay for his improvements, consisting of *clearings*, &c.

In the case of Heirs of Thompson *v.* Bridger, decided in 1872, the defendant was evicted, and made to account for rents as a possessor in bad faith; but he was allowed pay for his improvements, consisting of clearings, ditches, &c.

In Police Jury *v.* Hampton, 5 N. S., 392, the court said: "It is a maxim common to the jurisprudence of all countries, that no one is permitted to profit by the labor of another, without compensating him for it."

Article 508 of the Civil Code is not the only article applicable to this question, as is clearly declared in the case of Pearce *v.* Frantom. It must be construed so as to harmonize with the other articles of the Code. Article 1965 declares: "The equity intended by this rule is founded in the Christian principle, not to do unto others that which we would not wish others should do unto us; and on the moral maxim of the law, that no one ought to enrich himself at the expense of another. When the law of the land, and that which the parties have made for themselves by their contract, are silent, courts must apply these principles to determine what ought to be incidents to a contract, which are required by equity."

Article 2298 provides: "Where circumstances of friendship *or of necessity* have induced a person to undertake the management, that consideration may authorize the judge to mitigate the damages which may arise from the fault or the negligence of the manager."

Article 2299: "Equity obliges the owner, whose busi-

ness has been well managed, to comply with the engagements contracted by the manager in his name; *to indemnify the manager in all the personal engagements he has contracted, and to reimburse him all useful and necessary expenses.*"

Article 2314: "He to whom property is restored must refund to the person who possessed it, *even in bad faith*, all he had necessarily expended for the preservation of the thing."

Mr. Demolombe says (p. 610, vol. 9):

"Suppose, on the contrary, that the possessor has made necessary repairs to constructions or, more generally, to works already existing: *impensæ necessariæ sunt, quæ si non factæ sunt, res peritura aut deterior futura sit.* (L. 79, secs. *dererb signif.*: L. 3, secs. *de impens*, &c.)

"The article 555 would then not be applicable; and the owner should be accountable for them, without distinction between possessors in good or in bad faith, and without having the right, be it well understood, to force the third possessor to remove the materials." * * * "It is not to be doubted that the same principle ought always to be followed; and these supposed cases ought to be governed, not by article 555, but by article 1381, which is as follows: "He to whom the thing is restored ought to be accountable, *even to the possessor in bad faith*, for all the necessary and useful expenses which have been incurred for the preservation of the thing." No one should enrich himself at the expense of another. The fault of the possessor in bad faith consists in detaining unduly the immovable of another; but inasmuch as he has made the necessary rapairs on said property, it cannot be said that he is in fault. Let us suppose the works made by the possessor were attached to works already existing, and that without being exactly required by absolute and immediate necessity, they constituted the judicious and, in certain respects, necessary additions to complete anterior works with which they are blended.

"They are, for example, plantations of trees, which are made by the possessor to replace the missing trees in an avenue or in a grove; or, again, it is an unfinished building, which the possessor has completed in a proper and workmanlike manner. Well, we should think that in these

different cases it would be the duty of the magistrate to declare that article 1381, and not article 555, would be applicable, and that consequently the proprietor could not force the possessor even in bad faith to remove or destroy them. We do not conceal the fact that we congratulate ourselves, whenever the opportunity is presented, of not leaving in the power of the proprietor this right, so harsh, which places the possessor at his mercy. But it seems to us this desire does not mislead us, and the text of article 1381, which must be combined with article 555, appears to us sufficient, according to equity and reason, to justify the solution which we have just propounded, and to give to magistrates the power to apply sometimes article 555, and sometimes article 1381; and this last article particularly, when the question relates to works which may be regarded as the completion of the thing proposed, rather than a change or modification of that thing." (P. 613.)

The case here supposed is the defendants' case. Green swears that "at the date [of the sale] the railroad was not in a condition to produce rents, revenues, or incomes"; and he says further, "Had the work of reconstruction and repairing the road ceased when the suit against Ludeling and associates was filed, and no attention paid to the road thereafter, I am of opinion that the work referred to would have suffered serious deterioration."—"Yes; I am of opinion the work would have been seriously damaged, and a portion of it lost." In answer to the question, "Was it not to the interest of the owners that those who had possession should continue to work on it, *in order* to *preserve it*, to *prevent deterioration and loss*, and to put it in a condition to yield a revenue whilst the title or possession was in dispute?" he says, "Yes." (Record, p. 108.) He also proves that the work was well done and economically done. I submit, therefore, that article 2314 of the Civil Code, which is like article 1381 of the Code Napoleon, should control.

As to the Right of the Defendants to be Paid the Cost of the Constructions and Improvements.

I.

The authorities cited from the law of Louisiana and from the jurists and courts of France sustain fully the defendants' demand for reimbursement.

The plaintiffs complain that it "gravels" them, that these constructions and works, in their decayed and ruinous condition, should be sold to them above their actual value under a judicial order. But it does not seem to "gravel" them in the slightest degree to subject to their claims a railroad which, by the energy, enterprise, and pecuniary means of the defendants, has been constructed where only a right of way and the iron rails subsisted before. But for the defendants, this wreck of a road, on which the plaintiffs' claim rested, would have become, by the effect of time, neglect, depredation, disuse, inundation, and decay, utterly valueless.

It "gravels" the plaintiffs that the defendants should be reimbursed the high prices they had to pay in constructing the railroad; but it in no manner "gravels" the plaintiffs to receive the entire earnings of the road, when the prices of freight and passage were correspondingly increased by an inflated currency and other causes.

The attention of the court is especially directed to the opinion of the circuit judge in the record, where he states that the proof is that the prices in 1875 (upon which the experts based their estimates) were forty per cent. less than the prices when the improvements were made. But he says that, on account of the appreciation of United States treasury notes, it would be equitable to allow only *fifteen* per cent. And even this percentage is calculated on the estimates made in 1875; whereas it should be made on the *costs when the works were made*, if made at all. I submit that United States treasury

notes, being legal tenders and the currency of the country, are and were the standards of value; and that *forty per cent. of the cost* of the improvements should be added to the estimates of the experts—if they be adopted. In other words, their estimates of the value of the property in 1875, if *new*, is sixty per cent. of their cost when they were made. To this add what the experts have deducted for deteriorations, and the sum will not vary much from the defendants' account.

The Code, article 508, says they shall be "reimbursed the PRICE of the workmanship," &c. Article 1966 says: "No one ought to enrich himself at the expense of another." Mr. Demolombe says: "We have said elsewhere, that article 555 appears to us to refer to improvements which are susceptible of being removed, *in such a manner that the third possessor, in restoring the property to its original condition,* SHALL BE ABLE TO REPOSSESS HIMSELF OF THE MATERIALS which he has used."

But what shall be decided concerning works which are in their nature not capable of being removed?

It is a possessor in bad faith, for example, who has drained a swamp, cleared lands, excavated ditches for irrigation, or painted pictures, or hung wall-paper in the room of a house, or who has made other similar work of intrinsic amelioration. Shall article 555 be applied to such works?

It has been answered in the affirmative. And in accordance with this opinion, if the proprietor should not wish to indemnify the possessor, and should tell him with more or less of irony to take away the works he has made, then, indeed, the possessor has nothing left but to destroy them!—to fill up the ditches, to tear down the wall-paper, to efface the pictures, &c.

The author quotes the maxim, "*malitiis non est indulgendum*," and proceeds to expose the unreasonableness of the doctrine, and concludes:

"We do not believe that this doctrine should be admitted, and, according to our opinion, article 555 is not applicable to cases of this nature.

"In the first place, it presupposes improvements which are capable of being removed by the possessor, whereas the works which now occupy our attention are not susceptible of being removed; therefore the article has no application here, and the choice which is offered to the owner, either to keep them and pay for them, or to cause them to be removed, is impossible.

"Besides, the doctrine which places these cases under the principle of article 555 would lead to lamentable consequences,—and we know of nothing more deplorable and utterly inadmissible than this right of destruction, with absolute loss, which the law itself would accord to the proprietor: *nihil laturus nisi ut officiat.*

"We conclude, therefore, that article 555 is not applicable to the supposed case, which consequently must be governed by other principles.

"Thus, the law being silent in this special case, we must recur to analogies deduced from similar cases and to general principles of law; and we think that it is in the *quasi* contract of the management of another ("Gestion d'Affaires") that one will find those analogies and principles. It is true that the third possessor has not made these works for the proprietor and as his agent; but is it not possible to accord to him, according to the Roman Prætor, some sort of action; '*utilis negotiorem gestores*'?" (Vol. 9, p. 613, sec. 689.)

The article referred to by the author is similar to article 2299 of the Civil Code.

In another class of cases, "where the possessor has made necessary repairs to construction, or, more generally, to works already existing, *impensæ necessariæ sunt, quæ si non factæ sunt, res peritura aut deterior futura sit*," he says: "It cannot be doubted that the same principle ought always to be followed, (that is, the possessor must be paid, whether in good or bad faith,) and these supposed cases ought to be governed, not by article 555, but by article 1381," which is the same as article 2314. "He to whom property

is restored must refund to the person who possessed it, even in bad faith, *all* he had necessarily expended for the preservation of the property."

The decisions of the courts of France and of Louisiana sustain the defendants' claim. See the French case, already cited, and following cases decided by the courts of Louisiana, in which the possessor was declared to be a possessor in bad faith, but in all of them reimbursement for improvements was enforced, to wit:

Labrie *v.* Filhiol, 9 Mart., 348.

Lawery *v.* Erwin, 6 Rob., 192. In this case the sale to Erwin was set aside, as absolutely null and *fraudulent.*

Beard *v.* Morancy, 2 An., 347.

Stanborough *v.* Wilson, 13 An., 496.

D'Armand *v.* Pullen, 16 An., 26.

White *v.* Cannon, 16 An., 91.

Wilson *v.* J. P. Benjamin, decided in 1861, but it did not become final, because of an application for rehearing, till after the war.

Heirs of Thompson *v.* Bridger, 26 An., 587, decided in 1872.

II.

The defendants are entitled to interest from the date of their expenditures. See art. 1935 of the Civil Code, and the French authorities cited already, and the opinion of Mr. Justice Bradley, approved by this court in the Gaines case.

III.

DEFENDANTS ARE ENTITLED TO KEEP THE PROPERTY TILL THEY ARE REIMBURSED ALL THEY HAVE EXPENDED, WITH INTEREST.

This right of detention, or preference to be paid out of

the proceeds of the sale, is well established by the law and jurisprudence of Louisiana and of France, whose laws on the subject are similar to ours.

Marcadé says: "In all cases where indemnity is due to the possessor, he may retain the immovable which he has been condemned to restore until he has been reimbursed. The right of retention exists in favor of all debtors or possessors whatsoever of a thing when they have a right of reclamation against that thing. It is a principle of right and of reason that you should not be permitted to exact of me the execution of my obligation to deliver or restore a particular piece of property until you yourself shall perform the obligation resting on you, which are correlatives of mine. The Code makes the application of this principle in articles 867, 1673, 1948; but it is not only in the cases in which the law has expressly recognized it that this principle of retention exists; it exists of common right." (Vol. 5, p. 412, and vol. 2, p. 414.)

Demolombe says (vol. 9, p. 634, sec. 682): "It is generally admitted, in our ancient jurisprudence, that the third possessor had the right to detain the immovables until the proprietor had reimbursed to him the sum due him. This right of detention, whose principles rested on the Roman laws, had been consecrated in France by art. 97 of the Ordonance of Villers Collerets of 1539, by the Ordonance of Moulins of 1566, and in fine by article 9 of chap. xxvii of the Ordonance of 1667. * * * This doctrine is still generally recognized in jurisprudence and in theory." * * *

After stating that modern authors have differed about this right being accorded to possessors in bad faith, Demolombe says: "We also believe that if this right of retention of the immovable belongs to the possessor till he be reimbursed the expenses which are due him on account of the improvements made upon the immovable, there ought not to be, in regard to that, any distinction between possessors in good or possessors in bad faith; for the reasons upon

which this right is based, and which we are about to explain, do not seem to us to admit of any distinction."

* * * * * * * *

"Thus the principle of the right of retention is derived from the identity, and the equality of the position in which two individuals are placed reciprocally obligated towards one another, in relation to one thing: so that one of the parties cannot demand the execution of the obligation of the other towards him, except in so far as he offers, on his part, to discharge the correlative obligation which he has contracted towards the other party." (Page 606.) On page 607, the author says: "Now, here is our conclusion: We hold that the possessor, whether in good or in bad faith, sued for the possession of the immovable by the proprietor, can oppose to that owner that he is obliged, on his part, to indemnify him, and that the possessor, therefore, shall be authorized to retain the immovable until this payment."

Article 3224 of the Civil Code declares: "He who, having in his possession the property of another, whether in deposit or on loan, *or otherwise*, has been obliged to incur any expenses for its preservation, acquires on the property two species of right." 3225: "Against the *owner* of the thing his right is in the nature of that of *pledge*, by virtue of which he may *retain the thing* until the expenses which he has incurred are paid. He possesses this qualified right of pledge *even against the creditors of the owners*, if they seek to have the thing sold. He may refuse to restore it, unless they either refund his advance or give him security that the thing shall fetch a sufficient price for that purpose." 2226: "Finally, he who has incurred these expenses has a *privilege against these same creditors*, by virtue of which he has *preference over them*, out of the price of the thing sold, for the amount of such necessary charges as he shall have incurred for its preservation." "The right to be paid for improvements is a *real right*; that is to say, the party evicted may retain possession until he is reimbursed." (16

La., 430–414.) This right is recognized in the following cases: 8 N. S. (Mart.), 609, Daquin *v.* Coison; 16 La., 430, Pearce *v.* Frantom; 6 Rob., 192, Lowry *v.* Erwin; 2 An., 347, Beard *v.* Morancy; 13 An., 496; 14 An., 599.

The law of Louisiana, as laid down by the decisions of the Supreme Court of that State, is condensed by Mr. Hennen, with his accustomed accuracy, in the following summary: "The right to be paid for *useful* improvements is a *real right*, and the party evicted may retain possession until reimbursed." (Hennen's Digest, p. 1198, No. 3.)

The Status of the Complainants.

If bald assertions, pertinaciously maintained, could determine the status of the complainants, their position would be altogether different from what it really is.

Over and over again they assert ownership—full, complete, absolute—of the property involved in this suit. When did they acquire this dominion? Where is their title? How is it derived?

It rests simply on their bare, unfounded assertion.

They are bondholders and creditors of the corporation, having a mortgage on the property of the corporation, and some of them are stockholders, *but* in no sense have they the right to arrogate to themselves the character and to claim the privileges of owners of this property. Gordon and others of the defendants are also bondholders, and were creditors like themselves, and some of them are stockholders also; and yet these complainants have the hardihood to assume to themselves alone the rights of ownership! Thus, it is said in their brief, page 26, "these materials [employed in constructing and operating the road] are the property of the defendants, and they are upon the *lands of the plaintiffs*." When did these lands become "the plaintiffs'"? And again they assert, as if by repetition falsehood can be made truth, that *they* possess

the right to elect to keep or to require the removal of the improvements and constructions placed upon the land, which right the law accords and restricts only to the owner of the land. Can the complainants hope to mislead the court by such repeated misrepresentation?

How can they possibly be *mortgagees* and owners of the same property? By the Code the relations are inconsistent. There are only *four* of the complainants who are even *stockholders*,—represent an insignificant part of the stock; whereas Ray, Baker, Stubbs, and others of the defendants were large stockholders of the old corporation. Is this false pretension to enable them to set up another pretension? They contended in the lower court that they possess "a free title of election, whether to reject or accept the improvements on the terms of the Code." They argue that this privilege exists in their favor under article 508 of the Revised Code; and they "suppose that forty days will be enough for making the election." They claim the right at this day to compel the defendants to take away or demolish the constructions and works of the entire railroad at the defendants' own expense without compensation, and to recover damages for any prejudice they may sustain by the removal or demolition.

Now, the right of election under this provision of the law is one which meets with no favor among the civilians. Mons. Demolombe says of it that he knows nothing more deplorable and more inadmissible than the power of destruction which it confers. Mr. Mourlon characterizes it as very hard law (*fort dur*). It is from such consideration that the Code has wisely confined the right of election, which it confers, *to the owner of the soil*, which has been built upon and improved by others.

The pretensions of these complainants to the right of election to determine whether they will pay the expenses of building the railroad, or will compel the defendants to take away or demolish the improvements and betterments

which they have made, is unsupported by law, and is as arrogant as it is unreasonable and repugnant to natural justice.

But the right of destruction does not exist even in favor of the owner of the soil to the extent or in the manner claimed by the counsel for complainants. The right is not governed by article 508 of our Civil Code alone, but it is regulated also by other provisions of the Code. With regard to such improvements and betterments as are not susceptible of being removed, it is held by learned civilians that the article 555 of the Napoleon Code (identical with art. 508, La. Rev. Code) is not applicable; and we are referred to the principles regulating the rights of *negotiorum gestores*, under the title of quasi-contracts, and to other analogous articles of the Code for a proper solution of the subject. It is discussed at length by Demolombe, who says (vol. 9, p. 613, § 689):

"We have said elsewhere that article 555 appears to us to refer to improvements, which are susceptible of being removed, in such a manner that the third possessor, in restoring the property to its original condition, shall be able to repossess himself of the materials which had been used.

"But what shall be decided concerning works which are in their nature not capable of being removed?

"It is a possessor in bad faith, for example, who has drained a swamp, cleared lands, excavated ditches for irrigation, or painted pictures, or hung wall-paper in the rooms of a house, or who has made other similar work of intrinsic amelioration. Shall article 555 be applicable to such works?

"It has been answered in the affirmative. And in accordance with this opinion, if the proprietor should not wish to indemnify the possessor, and should tell him, with more or less of irony, to take away the works he had made, then, indeed, the possessor has nothing left but to destroy them!—to fill up the ditches, to tear down the paper from the walls, to efface the pictures," &c.

The author quotes the maxim *malitiis non est indulgendum*,

and proceeds to expose the unreasonableness of the doctrine, and concludes:

"We do not believe that this doctrine should be admitted, and, according to our opinion, article 555 is not applicable to cases of this nature. In the first place, *it presupposes* improvements which are capable of being removed, whereas the works which now occupy our attention are not susceptible of being removed; therefore the article has no application here, and the choice which is offered to the owner—either to keep them and pay for them or to cause them to be removed—is impossible. Besides, the doctrine which places these cases under the principle of article 555 would lead to lamentable consequences, and we know of nothing more deplorable and inadmissible than this right of destruction with absolute loss, which the law itself would accord," &c. "We conclude, therefore, that article 555 is not applicable to the supposed case, which consequently must be governed by other principles."

Again he says, when the possessor has made necessary repairs to constructions, or, more generally, to works already existing [as in the present case]: "The article 555 would not then be applicable, and the owner should be accountable for them, without distinction between possessors in good and in bad faith, and *without having the right, be it well understood, to force the third possessor to remove the materials.* * * * It is not to be doubted that the same principles ought always to be followed, and these supposed cases ought to be governed *not by article* 555, but by article 1381, which is as follows: 'He to whom the thing is restored ought to be accountable, even to the possessor in bad faith, for all necessary and useful expenses which have been incurred for the preservation of the thing.' No one should enrich himself at the expense of another. The fault of the possessor in bad faith consists in retaining, unduly, the immovables of another; but inasmuch as he has made the necessary repairs on said property, it cannot be said he is

in fault. * * * Let us suppose *the works made by the possessor were attached to works already existing*, and that, without being exactly required by absolute and immediate necessity, *they constituted the judicious and, in certain respects, necessary additions to complete anterior works* with which they are blended. They are, for example, plantations of trees, which are made by the possessor to replace the missing trees in an avenue or in a grove; or, again, it is an unfinished building, which the possessor has completed in a proper and workmanlike manner. Well, we should think that in these different cases it would be the duty of the magistrate to declare that article 1381, and not article 555, would be applicable, and that, consequently, the proprietor could not force the possessor, even in bad faith, to remove or destroy them." (613.)

IV

The action of the complainants is not an hypothecary action, under the laws of Louisiana. In such a case, the nature of the possession of defendants would be immaterial. (C. Prac., arts. 68–74; Civil Code, arts. 732–744.)

If it were an hypothecary action, *defendants' title* could not be inquired into; and they, as third possessors, would be entitled to claim and recover for their expenses and improvements *the amount of the increased value* which is the result of the improvements made; (Civil Code, art. 3407;) and "the fruits and income of the property mortgaged are due by the third possessor *only from the time when the notification of the order of seizure* WAS SERVED UPON HIM." (Civil Code, art. 3408.) As no such notification has been served upon defendants, they would be entitled to the income up to the present time.

As to the increased or enhanced value of the property caused by the improvements made by the defendants, Green testifies, the costs of the improvements, when judiciously

made, would be the increased value of the property. Richardson corroborates this. (Record, p. 107, ans. 9.)

Gordon, McGuire, and Stubbs swear that the value of the property was enhanced even beyond the costs of the betterments and improvements made by the defendants, by giving a value to what before could have very little; and they say the value was enhanced by the ameliorations over a million of dollars. (Record, pp. 94, 97, 100.)

But this is not an hypothecatory action; else the title of defendants could not have been attacked.

In relation to the account of the defendants, and the master's reports, and the judgment of the Circuit Court thereon, I respectfully refer the court to my printed argument, page 98, *et seq.*

JOHN T. LUDELING,
Of Counsel.

UNITED STATES SUPREME COURT

HENRY R. JACKSON, MOSES D. WADLEY ET AL.

vs. [No. 525

VICKSBURG, SHREVEPORT & TEXAS RAILROAD COMPANY ET AL.;

AND

VICKSBURG, SHREVEPORT & TEXAS RAILROAD COMPANY, JOHN T. LUDELING ET A.

vs. [No. 5

HENRY R. JACKSON, MOSES D. WADLEY ET AL.

Appeals from the Circuit Court of the United States for the District of Louisiana.

ARGUMENT ON THE QUESTION OF PAY FOR IMPROVEMENTS.

JOHN RAY,
Of Counsel.

Joseph Levy, Stationer and Printer, 70 Gravier Street, Ndw Orleans.

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UNITED STATES SUPREME COURT

HENRY R. JACKSON, MOSES D. WADLEY ET AL.

vs. [No. 525

VICKSBURG, SHREVEPORT & TEXAS RAILROAD COMPANY ET AL.;

AND

VICKSBURG, SHREVEPORT & TEXAS RAILROAD COMPANY, JOHN T. LUDELING ET AL.

vs. [No. 526

HENRY R. JACKSON, MOSES D. WADLEY ET AL.

Appeals from the Circuit Court of the United States for the District of Louisiana.

ARGUMENT ON THE QUESTION OF PAY FOR IMPROVEMENTS.

I.

A STATEMENT OF THE PLEADINGS, MASTER'S REPORTS, EXCEPTIONS AND DECREE OF THE CIRCUIT COURT.

The fifth clause of the decree of the Supreme Court of the United States, under which this litigation arises, is as follows:

"And it is further ordered and decreed that the defendants do account for all money and property received

by them out of the property so sold to them or any of them, or from its profits or income, *receiving in their account such credits as, under the circumstances of the case, by the laws of Louisiana, they are entitled to;* and that they pay and deliver to the receiver whatever on such accounting as may be found due from them." 21. Wal. 635.

The controversy now pending grows out of the demands of the defendants under the italicized clause of this decree.

The Circuit Court, in order to carry out this part of the decree. referred the case to a special Master (R. p. 1), who notified the defendants to render the account required by the above clause in the decree; and to *state the credits they claimed* and the *grounds on which they predicated their claims.* R. p. 3. This account was rendered in accordance with the order, and the grounds of defendants' claims, as set up in the account, were set out in connection with the account, R. p. 21. The Master's Report was filed January 17th, 1876. R. p. 13.

This Report shows defendants had expended for construction and repairs, and for operating expenses (exclusive of interest) $1,525,802 60

And had received on account of sales of property and revenues 939,124 61

Leaving balance of expenditures over receipts of $586,677 99

The Master found that there had been expended:

For construction and repairs.....	$748,154. 88
For operating expenses.....	777,647. 72
Total.....	$1,525,802 60

He showed the receipts and revenues to be	$939,124. 61
And the operating expenses being.....	777,647. 72
Left due plaintiffs.....	$161,476. 89

on the score of receipts less operating expenses.

The construction and repair account being	$748,154. 88
Deduct the above balance of	161,476. 89
Leaves due defendants (exclusive of interest),	$586,677. 99

The defendants filed with the Master a detailed account of *each item* of expenditure and the *original voucher* therefor, except those that had been accidently destroyed by fire in 1871—together with the evidence of McGuire, R. p. 15 to 18, Downing, R. p. 19—to show the genuineness of the vouchers and that every payment and receipt in the account was correct.

Both parties filed exceptions to this report, R. p. 312 and 313.

On the trial of these exceptions, on the 16th November, 1877 (R. p. 315), the only point decided by the Court was raised by the plaintiffs, and is stated in the exception, as follows :

"The Master has reported that the said plaintiffs are not entitled to any sum of money for profits, nor for any rent due, because the expenditures of the defendants on

the property and their expenses incident to the management being in excess of the receipts of the property. Whereas, he should have reported that the defendants, being occupants in bad faith and without legal right or title, but acquiring the same by fraud, were not entitled to claim for more than the necessary and indispensable expenditures, and were chargeable for all the receipts of the road."

This exception was very elaborately discussed and the opinion of the Court overruling it is to be found in 2 Woods, 254.

The Court then recommitted the report to the Master, R. p. 319:

"To inquire further and report what improvements or betterments upon the property of the Vicksburg, Shreveport and Texas Railroad Company remain on the same which were constructed or placed there by the defendants during their occupancy; and the value of the materials thereof and the price of the workmanship on the same.

2. He will also state an interest account upon the price of the workmanship and of the value of the materials at the time of the expenditure for them, at the rate of five per cent. per annum.

3. He will also ascertain what interest is due, at the rate of five per cent. upon the sum of $161,476.69, the

excess of gross receipts over the expenditures for maintenance." R. p. 316.

In pursuance to the above order the Master submitted his second report on the 14th of March, 1877, R. p. 316 to 318.

In this the Master reports, that he adopts the report of Green and Richardson, experts, and says: "The Schedule (B) in their joint report (which will be found in R. p. 45 to 51) contains the list of the additions, erections, and which remain, which I report as exhibiting a complete and detailed statement of the additions and improvements remaining on the land and which were erected and placed on the property by the defendants during their occupancy.

"The values they report comprehend the *value of the materials as they are found* on the property and the value of the workmanship at the *date of their report.* Their report states the actual value of the same to the corporation, as they stood at the date of their report, to be $347,-361.29. These and other witnesses state that the cost of workmanship was much greater at the time the work was done by the defendants, and they estimate they had different rates of costs in different years.

"I do not understand that, under the inquiry directed, I have to examine for any values except those which refer to the improvements or betterments which remain on the land." He further says: "I assume that the

cost of workmanship and materials on the whole would be 25 per cent. upon the present value, and accordingly report that the cost of workmanship and materials would be..... $434,201.61

To which he adds 5 per cent. interest for 4½ years, the time he assumes to be an average for which interest should be calculated, making 54,275.12½

(This is an error; it should be $97,695.36)
making in the aggregate $488,476.73½
(This should be $531,897.97)

From this he deducts.....$161,476.69,
with 4½ years' interest at 5 per cent. added, making $20,684.38 interest ....
Aggregating..... $182,161.07

Leaves due defendants $306,315.66½

RE-CAPITULATION.

Present value of workmanship and materials,	$347,361.29
25 per cent. added to make cost at time done,	86,840.32
Total	434,201.61
Five per cent. interest for 4½ years	97,695.36
Aggregating.....	$531,896.97
From which is to be deducted balance of revenues.....$161,476.69	
5 per cent. interest 4½ years. 20,684. 38	
	182,161.07
Balance due defendants.....	$349,735.90

It will be noticed the error in the calculation of interest in the Master's Report is corrected by us in making up the recapitulation.

Both parties excepted to this Report. See plaintiffs' exceptions (R. p. 319) and defendants' exceptions, R. p. 320.

The case was heard in the Circuit Court on the 23d of April, 1877 (R. p. 321), and a decree was entered June 25, 1877, R. p. 327.

The decree (R. p.327) corrects the Master's Report and fixes the amount expended by defendants for improvements and betterments at (less interest).. $488,109. 54
From which it deducts the balance of revenues chargeable to defendants 161,476.69

Leaving due defendants..... $326,632.85
With 5 per cent. interest per annum for 4 years, and up to April 13, 1875..... 65,326.56

Balance due defendants April 13, 1875. $391,959 41
5 per cent. per annum interest to day of sale. The opinion of the Court is to be found in R., p. 322 *et seq.*

From this decree both parties have appealed, assigning as error the refusal of the Court to sustain their exceptions, and the defendants on the further ground of the manner in which the proceeds of the sale are ordered to be distributed.

II.

Rule by which This Litigation is to be Determined.

The present litigation is confined entirely to the rights of defendants under the last clause in the Decree, that is, what "*credits under the circumstances of the case, by the laws of Louisiana, they are entitled to.*"

On this point, the laws of Louisiana are referred to by this Court as the rule by which the amount of credits, to which defendants are entitled for the improvements they have made on the railroad, is to be determined. We will therefore confine our inquiry to the laws and jurisprudence of that State on this point.

The property, when purchased by defendants on the 3d February, 1866, at which time they went into possession, was not a railroad; it was the mere wreck of what was once a railroad. The Judge of the Circuit Court in his opinion (R. p. 326) sums up the evidence on this point as follows:

"When the defendants took possession of the property it could not be called a railroad. It was a right of way on which were the remains of what had been a railroad. Embankments had to be made anew and in some cases raised and repaired. New ties were laid down; the track was cleared of briars and undergrowth; new timbers were put in the bridges wherever they were needed and new bridges were built when necessary. The stations and other buildings along the line of the road were

repaired with new materials, and in some cases rebuilt, a part of the old materials being used in the new structure."

This being the situation of the property when defendants came into possession, they immediately set about *repairing* and *reconstructing* the railroad so that it could be operated and yield revenue.

The *first* question presented in this case is, do the laws of Louisiana allow the defendants pay for the improvements they placed on this Railroad, under the circumstances of the case?

And, *second*, if such improvements are to be paid for, are they to be paid for at the value of the materials and cost of workmanship at the time they were placed on the road, or at their value when the road was delivered up by them?

The *former* of these questions was so fully discussed in the trial of the exceptions to the first Report of the Master, which resulted in an opinion of the Court that according to the laws of Louisiana the defendants in this case are entitled to pay for the improvements placed on the Railroad during their possession (which opinion of the Court will be found in 2 Woods, 254), that we will defer the discussion of it until we have considered the *latter* of the above questions.

III.

Analysis of the Master's Two Reports and the Decree Thereon.

In his first Report (R. p, 13) the Master took as his guide the books of the defendants, which showed every item of expenditure in the *construction and repair* of the road and of *operating* the same, and of the *receipts and revenues* thereof; there is no dispute as to the correctness of these accounts made in the exceptions; besides their correctness is further proved by McGuire and Downing.

The Master found that the defendants had expended for all the above purposes on the road during their possession..... $1,525,802.60

And had received from sales of property and earnings of the road..... 939,124 61

Leaving..... $586,777.99

balance due defendant, rejecting all items of interest. In making this calculation the Master excluded an item of $136,206.28 of interest which defendants had paid. to obtain the money with which they made the improvements; and also an item of $361,531.38 difference of interest charged and credited at 8 per cent. on the expenditures and receipts.

Defendants in their exception to the first Report (R. p. 313) claim that the above item of $136,206.28, the amount of interest paid on money obtained with which to make the improvements, was part of the cost of the

improvements and should be allowed as such, and also that the item of $361,531.38 difference in interest between the expenditures and receipts should also be allowed, in-as-much as defendants would be entitled to interest on each Item of expenditure from the date of expenditure, and would be chargeable with interest on each item of receipt from the date thereof, according to the laws of Louisiana. It is admitted that this interest should be reduced to 5 per cent. per annum, the legal rate of interest in Louisiana, which would reduce this amount to $225,959.11, cast up to April 13, 1875, the time the road was surrendered to the Receiver.

The account, then, should stand as follows:

Cost of improvements	$1,525,802.60
Interest actually paid to raise money to make the improvements	136,206.28
Difference of interest between the debits and credits at 5 per cent. per annum	225,959.11
Aggregating	$1,887,967.99
Credit by amount of receipts for property sold and revenues	939,124.61
Leaving	$948,483.38

due defendants, with 5 per cent. per annum interest from the 13th April, 1875.

There is no reason why the difference of interest account should not be allowed, as defendants are not allowed any of the revenues of the road, so they would

lose the use of their money from the time it was expended for the benefit of the road until reimbursement without remuneration, when the laws of Louisiana allow them 5 per cent. per annum, and they are chargeable with interest on the receipts from their date at the same rate.

Upon the trial of the exceptions to this account the Court recommitted the report to the Master, with instruction to report (R. p. 316) "what improvements or betterments upon the property of the Vicksburg, Shreveport and Texas Railroad Company remain on the same which were constructed and placed there by defendants during their occupancy; and the *value of the materials* thereof and the *price of the workmanship* on the same," leaving all other questions raised by the exceptions undecided except that defendants were entitled to pay for improvements placed by them on the road during their possession.

There was no evidence then, nor has there been any since introduced, to show that any part of the improvements or betterments placed on the road had or have ever been removed therefrom; all that could have taken place was that some of the same had worn out from use and decay and been replaced out of the operating expenses of the road.

This order must have been predicated on the idea that some of the improvements placed on the road by defendants *did not remain*, as the value of the materials and price of workmanship were by the order to be ascertained

at the time they were placed thereon, and interest at 5 per cent. per annum was to be allowed from the time of the expenditure.

If all of the improvements remained on the road there would have been no use of the recommitment, as the first report showed, *to a cent*, what they cost.

Defendants proved they placed the improvements on the road, and there is no evidence or pretence that any of them have been *removed therefrom*, which plaintiffs should have shown if it were so. Then this object of the recommitment was attained by the failure to show that any of the improvements had ever been removed.

The question, then, arises, whether defendants are to suffer the loss of *wear* and *tear!*

The real and equitable situation of the case is this. The Road when it came into defendants' possession could yield no revenue until it was reconstructed, and for the entire length it had formerly been running—from Vicksburg to Monroe, 74¼ miles. *Any portion less than the whole would not pay running expenses, all the witnesses concur in saying.* Defendants did all but a small portion of the reconstruction before July, 1870, as on the 2d day of that month it was opened all the way for business.

Therefore the situation is the same as if the defendants had delivered over the road on the day it was put into running order, or immediately after they had put the improvements and betterments on it, as they receive no part of the revenue; it was then operated thereafter for

the benefit of plaintiffs. Is it equitable that defendants should operate the road for plaintiffs' benefit, and in doing so, wear out or deteriorate the improvements, receive no part of the revenues, and plaintiffs now not be required to pay the original cost?

Whether the defendants were in good or bad faith in getting possession of the road, there is no doubt but that they were in good faith in making the improvements as economically and cheaply as could be done, and in operating the road in the same way; and that they collected every dollar of revenue that could have been realized by any management and have accounted for the same. All the witnesses concur on this point, and that the road was delivered to the Receiver in good order, nothing except the *natural wear and tear* in the operation of the road out of the way.

Now, when it is perfectly easy to ascertain the exact cost, *to a cent*, that defendants incurred in making the improvements, by reference to the account and vouchers presented by them, to which plaintiffs have interposed no exception as to their correctness, and which have been proved to be correct, why should anything further be required?

It will be noticed that the operating expense account of $777,647.72 had been settled by deducting this amount from the receipts of $939,124.61, leaving a balance of $161,476.69. No exception is taken to this settlement.

Then what legal or equitable end is to be attained by

the second Report of the Master, is not apparent. Upon its analysis, it will show there is nothing certain or satisfactory about it; that it is all opinions of experts and guesswork, in which the Master and Judge materially disagreed; it is a departure from that which was mathematically certain into the regions of hypothesis.

There was no object in the recommittment but to ascertain whether any of the improvements put on the road by defendants had been removed, and this not being established, there was no further purpose to be attained by it.

We will now proceed to analyze the Master's second report, to show the uncertainty of the conclusions and the injustice of them to defendants.

On the 23d August, 1875, plaintiffs obtained an order appointing Green, Richardson and Dabney experts to examine the Railroad, R. p. 24. Green and Richardson made their report November 27, 1875, R. p. 33. They were required, in answer to interrogatory 3 (R. p. 25), to "state what additions have been made to the value of that road since the 3d February, 1866, and the precise additions which have been made and are to be found at this date upon the property."

The experts, in the schedule B (R. p. 45 to 51), make a "statement of improvements put upon the Vicksburg, Shreveport and Texas Railroad since February 3d, 1866, and estimated *present cash value* of the same." They do

not state that any of the improvements put on the road had been removed.

They estimate the *present* cash value (R. p. 51.) at $342,361.29

The Master adopts this report (R. p. 317), adding to it 5,000.00

money paid by defendants of debts owing by the Vicksburg, Shreveport and Texas Railroad Company, making 347,361.29

The Master assumes that 25 per cent. of this amount 86,840 32

added, would make the value the work originally cost defendants, viz 434,201.61

Then he assumes 4½ years' interest on this amount at 5 per cent. per annum, which he makes $54,275.12½ (an error); it should be 97,695.36

These amounts together make $531,896.97

From which is to be deducted $161,476.69, with 4½ years' interest at 5 per cent. per annum, making $20,684.38, together aggregating 182,161.07

Leaving $349,735.90

with 5 per cent. interest per annum from April 13, 1875, as the amount due defendants for their improvements.

The Judge in his decree (R. p. 327) differs from the

Master in several particulars. He fixes the amount of the expenditures of defendants on the property at.....$488,109.54

From this he deducts the balance of revenues 161,476 69

Leaving..... ... $326,632.85

due defendants, with four years' interest at 5 per cent. per annum to April 13, 1875. 65,326.56

Together making.....$391,959.42

with 5 per cent. interest per annum from April 13, 1875, for which amount he gives judgment in favor of defendants.

Green was from March, 1866, to December, 1873, Engineer and Superintendent on this railroad; and Richardson had been employed as Engineer from July, 1869, to May, 1870; most of the improvements had been made under the supervision of Green.

Both the Master and Judge have misunderstood the testimony of Green and Richardson on this point.

They fix the value of the improvements on the 13th April, 1875, in their *then* condition of *wear* and *tear*, at $346,891.29. Exhibit B, R. p. 45 to 51.

By this same Exhibit B they fix the *then* cash value of the same improvements, *if new*, at $430,277.76. This result is obtained by making an analysis of this report, which we have done:

Cash value at present if new.		Present cash value in deteriorated cond'n.
Collecting rails, etc.....	$4,950,40	$3,325 25
Earth work.....	45,672,07	38,466,40
Bridging	23,465,40	13,485,00
Trestle work.....	97,676,13	96,876,92
Crib work.....	787,50	315,00
Stock gaps.....	520,00	520,00
Cross ties	117,643,80	58,821,90
Chains and spikes....	7,220,25	5,363,50
Frogs and switches.....	1,700,00	1,700.00
Track laying.....	44,562,00	44,562,00
Depots, shops, etc..	20,593,18	20,593,18
Rolling stock.....	18,550,00	18,550 00
Cars.....	10,521,02	7,896,02
Cars in road Master's Department	1,275,00	1,275,00
Pile driving machinery, etc....	1,394 21	1,39421
Machinery and tools, just value..	3,877,60	3,877,60
Materials on hand " " ..	830,45	830,45
Office furniture.....	2,638,75	2,638,75
Enginering, etc.....	26,400,00	26,400,00
	$430,277,76	$346,891,18

Now Green, in answer to interrogatory 4 (R p.30), says in 1866-7-8-9 and 70 the hire of laborers was $2 per day, and in 1869 and 1870 contractors in some instances paid $2.50, and on the 13th of April, 1875, they could be had at $1.25; this makes a difference of 60 per cent.; and in answer to interrogatory 7 (R.p.109), he says the difference was 50 to 75 per cent. Richardson, in answer to the same interrogatory (R. p. 64), makes the same statement.

Green, in answer to interrogatory 9 (R. p. 32), says

the same work can be done at this date (April 13, 1875) at 40 per cent. less than in 1866–7 and 8; and again, in answer to interrogatory 4 (R. p. 31) speaking of the difference of cost in work between 1866 and 1875 to be 35 or 40 per cent. less in 1875 than in 1866; and Richardson, in answer to interrogatory 9 (R. p. 65), says the difence in cost between 1866–7 and 8 and 1875, would be 40 per cent. less in 1875.

The statements of these witnesses had reference to new work, and did not apply to the improvements then on the road in their *deteriorated* condition—so the Master and Judge should have taken the value of the works *as if new* and added the 35 or 40 per cent. to make the cost of the improvements when made from 1866 to 1870.

Therefore, if we add to the value, *if new*, in 1875, which is fixed by these witnesses at.....$430,277.76
forty per cent., we have...~~$ 206,851.68~~...~~172,111.10~~

Which makes...~~$ 717,129.44~~...~~$602,388.86~~
as the value of the improvements when made in 1866 to 1870. So if the Master and Judge were correct in taking the estimate and report of these experts as a basis for the Master's report and the judgment, it is perfectly apparent they have committed the error above noticed. Then the judgment should be:

Value of work when done..~~717,129.44~~..~~$602,388.86~~
Credit the balance of receipts..... 161,476.69

Leaving.....~~$ 555,652.75~~=...~~$440,912.17~~

Five per cent. interest per annum for four years up to April 13, 1875..... 88,182.42

Making.....$529,094.59

due defendants, with 5 per cent. per annum from April 13, 1875, to date of sale or payment, fixing the date for which interest should be cast as by the Judge.

To this second Report of the Master defendants objected (R. 320), and insisted that the Master's former report, corrected as in their exception thereto (R. p. 313), should be made the judgment of the Court.

Defendants specially say, that if the experts' estimates of the present value of the improvements be taken, that the evidence of Green and Richardson as to the difference between the value of materials and price of workmanship at the time the improvements were made and the time the estimate was made, should be adopted. Instead of this the Master in his report fixes 25 per cent. as the difference, saying. "The condition of the country after the war, the disturbance of labor and the expansion of currency all tended to increase the cost at that time," R. 317. Now we do not see that defendants should be made accountable for that, or why they should not be refunded their actual outlay; and the Judge commenting on this part of the report (R. 324), says "that the depreciated condition of the currency when the improvements were made ought to be taken into consideration," and hence concludes that 15 per cent. instead of 25 per cent. allowed by the Master, would be sufficient.

We respectfully submit that this argument will not stand the test of scrutiny. There was no other currency then, or since, except greenbacks, silver and gold; these were then as now all legal tenders alike in payment of debts. The debt in this case was contracted when the expenditure was made, and is due now in legal tenders the same as when it was made: suppose a note had then been executed for the amount, would not that note now be payable in legal tenders, without any deduction for the difference between the value of legal tenders and gold in the commerce of the country, between that time and now? Is it ever contended, or heard of, that a debt contracted in 1866 or subsequently, whether by note or account or in any other way, can now be paid by deducting the difference between greenbacks and gold at that time and now? If, then, this report of experts is to be the basis of calculating the amount due defendants, it ought not to be scaled down by calculating the difference between greenbacks and gold between that time and the time they made the estimate. If this reasoning be correct the reverse would be, and the scaling should continue even to the time the debt is paid; there would be no settled amount fixed until the day the debt was paid. But viewing this as a currency question in payment of debts, there has never been any difference between greenbacks and gold or silver; this difference has been a matter of commerce.

But we say, again, that this method of ascertaining

what is due defendants is all guesswork. The report of the experts is, at best, only approximate ; then the action of the Master or Judge on it is merely guesswork, or the exercise of judgment. When, as we have shown, the evidence offered by defendants, uncontradicted and not excepted to by plaintiffs, fixes the amount with mathematical certainty, why then depart from the certainty for an uncertainty ?

What we wish understood is—that in-as-much as none the improvements put upon the road by defendants were ever removed ; that they were replaced as fast as they decayed or wore out, whilst the road was operated by the defendants ; that all the revenues of the Road have been accounted for to the owners of the Road, according to the decree of this Court ; and that defendants' accounts and evidence show every item of the cost of materials and price of workmanship in making the improvements—that those accounts, which were taken by the Master in his first report as the basis of his report, are the correct basis on which defendants' claims should be calculated, and that the last report is not predicated on any certain or equitable basis, and ought to be entirely rejected.

IV.

Laws of Louisiana in regard to Improvements put upon Land by Third Possessors.

We now return to the *first* question raised in this case,

that is: Are the defendants entitled to pay for the improvements placed on the Railroad, "*under the circumstances of the case, by the laws of Louisiana?*" Plaintiffs contend they are not and defendants contend they are.

The decision of the Circuit Judge in this case (2 Woods, 254), predicated on the decision of the case of New Orleans vs. Gaines (15 Wal. 624), holds: "That even if plaintiffs were *mala fide* possessors of the property on which the improvements were made, they are entitled to pay for the value of the materials and the price of workmanship of the improvements put by them on the Railroad, under the second clause of Art. 508, R. Civil Code of Louisiana."

The equitable principle of the civil law, "*that no one ought to enrich himself at the expense of another,*" has been expressly adopted in the textual provisions of the laws of Louisiana, R. C. C. 1965. Taking this principle of the law as a basis, we proceed to examine the textual provisions of the laws of Louisiana, and the jurisprudence of her Courts on the point at issue.

It is settled by R. C. C. 508, that a possessor, in bad faith, is entitled to pay for the value of the materials and price of workmanship of constructions and works he has placed on the soil, provided the owner of the soil keeps them; there is no ambiguity in this article. Whether the constructions and works are useful or not to the soil or owner is immaterial; if he keeps them, he must pay for them.

The correlative rights between the possessor in good faith and the possessor in bad faith and the owner, have more particular reference to the revenues during the possession than to pay for the improvements.

A possessor *bona fide* is entitled to the revenues of the property up to the date of the institution of a suit against him for the title. A possessor *mala fide* is required to account for the revenues for the whole time of his possession.

In regard to improvements placed on the soil by a possessor in good faith, the owner cannot require their removal · but has the option either to reimburse the value of materials and price of workmanship or the enhanced value of the soil.

In regard to improvements placed on the soil by a possessor in bad faith, the owner has the option either to keep them or require their removal or demolition : if he keeps them, he must reimburse the value of the materials and price of workmanship, without regard to the greater or less value which the soil may have acquired thereby.

The above points are too clearly settled by R. C. C. 508 to require comment, and there is no other provision of the laws of Louisiana in confiict with it. For the convenience of the Court we give a literal copy of this article :

" When plantations, constructions and work have been made by a third person, and with such person's own ma-

terials, the owner of the soil has a right to keep them or to compel the third person to take away or demolish the same.

"If the owner keeps the works, he owes to the owner of the materials nothing but the reimbursement of their value and the price of workmanship, without any regard to the greater or less value which the soil may have acquired thereby.

"Nevertheless, if plantations, edifices or works have been done by a third person evicted, but not sentenced to make restitution of the fruits, because such person possessed *bona fide*, the owner shall not have the right to demand the demolition of the works, plantations or edifices, but shall have his choice either to reimburse the value of the materials and the price of workmanship, or to reimburse a sum equal to the enhanced value of the soil."

It is hardly to be expected that we will find any decision of the Supreme Court of Louisiana in conflict with this mandatory provision of the law; on the contrary, the decisions in conformity with this article and the interpretation we place on it have been numerous, and we think there has been none in conflict with it when carefully analyzed with regard to the matter at issue.

Following we submit an abstract of the leading decisions of the Supreme Court of Louisiana on this point:

Labrie vs. Filhiol, 9 M. 384, delivered in 1821, predicated on Article 12 of the Code of 1808, p. 104 (which is

in substance Article 500 of the Code of 1825 and 508 of the Revised Code of 1870), holds, "that when the owner of land keeps works erected thereon by another he must reimburse the *value* of the *materials* and the *price* of workmanship."

In the case above quoted plaintiff had erected a cotton gin on land belonging to another. *Plaintiff setting up no claim to the land*, the owner, at the time the gin was erected, sold it subsequently to defendant, who kept the gin and refused to pay for it. There was judgment in favor of plaintiff for the value of the gin, predicated on the article same as 508 of R. C. C.

An important case on this point is that of Pierce vs. Frantom (16 La. 414), which was most thoroughly considered on rehearing. Frantom, the father of defendant, settled on an unoccupied tract of land in 1811, and in 1818 applied for a pre-emption under the law of 1814, which was refused on account of an unsettled Indian claim, of a date anterior to 1811. Defendant purchased at probate sale the improvements of his father on this land in 1821, and made further improvements on it, *until he was evicted in* 1833 *by plaintiff, who held under the Indian title.*

One of the principal questions in this case was, whether defendant was entitled to pay for the improvements made on this land by his father, whose rights he had purchased, and afterwards by himself up to the judgment of eviction. The reasoning of the Court on this point is so

pertinent to the case under consideration, that we give it in full from p. 421. Bullard, Judge, says:

"The right of the defendant to be paid for the improvements, by which the value of the premises was enhanced, depends upon other provisions of law." (The Court had been discussing the law in regard to the rents and revenues.) "It rests on the broad principle of equity *that no man ought to enrich himself at the expense of another.* If, instead of recovering four hundred arpents of waste land, covered with heavy timber, the plaintiffs succeed in establishing their title to that quantity, of which one hundred and fifty is ready for the plow, together with the convenience of a dwelling and gin, the result of the industry of his adversary, he cannot justly resist the latter's claim for remuneration." The Judge goes on to say, p. 424. "In respect to the right to be reimbursed for useful expenses by which the property has been made more valuable to the owner, the Code makes little or no distinction between the possessor in *good* or *bad* faith." The same learned Judge, on a rehearing in this case (on p. 430 *et seq.*), reaffirms the above doctrine by reference to additional authorities.

The case of Lowery vs. Erwin (6 Rob. 191) was an action to recover a plantation and slaves. Defendant's title set up in this case was held to be an *absolute nullity*, obtained under *color* of judicial proceedings, and *fraudulent*, see p. 197 *et seq.*, 209, 210, 211; yet defendant was

allowed full pay for his improvements (p. 210), which was for clearing land.

See also Kellam vs. Ripley, 3 Rob. 138.

In the case of Beard vs. Morancy (2 A. 347), which was a petitory action, the Court says (p. 348): "The other bill of exceptions was taken to the opinion of the Court admitting testimony relating to improvements made *since the judgment of eviction.* The question presented by this exception was fully examined in the case of Pierce vs. Frantom, 16 La. 423. The Court in that case came to the conclusion that under the general principles of the civil law and the enactments of the laws of Spain, the party evicted was entitled to be indemnified for the useful improvements made by him on the property during the *whole time* of his possession. This doctrine appears to have been acquiesced in ever since. Our impression is that the rule has been laid down too broadly; but there can be *no doubt* that the party evicted is entitled to be paid for *necessary improvements.* The improvements in this case were *clearings*, *levees* and *ditches*, without which the land could not have been brought into cultivation so as to yield the rents and profits which the *plaintiff* now claims. *These are necessary improvements*, and the Judge did not err in admitting evidence in relation to them." How pertinent to the case under consideration!

Among the latest cases bearing on this point is that of Wilson vs. Benjamin, 26 A. 587. This was a suit by a

possessor *in bad faith* claiming to be reimbursed for the value of improvements he made on the defendant's land, p. 587.

Plaintiff settled upon the land from which he has been evicted in 1835. His object was to acquire a pre-emption, but he never took any steps to do so. The Court says, p. 587–8: "For the space of twenty years, running from the date of his possession, he had no just reason to believe himself the master of the property; and he well knew that he had no title. He was therefore *a possessor in bad faith*." This land was not in fact United States land, but was covered by the Brangier Grant, claimed by Curry & Garland, who in a suit against the United States were decided to be the owners; this land was sold to effect a partition between the owners, and at the sale plaintiff purchased the tracts on which his improvements were situated, and after the purchase he instituted *this suit* to recover the value of the improvements he had made thereon.

Plaintiff had constructed on the land buildings valued at $3,770, and the Court says (p. 88): "The obligation of the defendant is to pay the value of the materials and the price of the workmanship, without regard to the *increase* or *decrease* in the value of the soil, C. C. 508."

Defendants claimed $4,800 rent for these buildings, but the Court says, p. 588: "As these buildings were the plaintiff's property, the defendants' claim for their rent in the sum of $4,800 is unfounded." This is the

same in principle as Labrie vs. Filhiol, 9 M. 348. There was judgment in favor of the plaintiff for $3,770, the value of the buildings.

This case carefully analyzed, and the principles applied to the case before the Court, will show that the case before the Court is a much stronger case in favor of reimbursement for the improvements.

The report of this case shows it was decided by the Merrick Bench early in 1861. Voorhies, Judge, was the organ of the Court. A rehearing was applied for, and the succeeding Court overruling the application for a rehearing, reaffirmed the principle—thus this case has received the unanimous assent of two sets of Judges. The same principle was announced and reaffirmed in the case of the Heirs of Thompson vs. Bridger, by the Bench organized soon after the war, Howell, J., being the organ of the Court. See also D'Armand vs Pellin 16 An. 244

It would seem to us a waste of labor to pursue this subject further, when the universal principle of equity cited by us and carried out by the textual provisions of our law and the provisions of the Supreme Court, are so direct and clear; and when applied to the circumstances of this case so clearly entitle defendants to the reimbursements they ask for.

We proceed to analyze the authorities cited by plaintiffs on this point:

The case of Heriol vs. Broussard (4 N. S. 260) is where the defendant settled on the public land in 1819, and plaintiff entered it in 1822 under the back-concession

act of 1820. Defendant's improvements were then made on public land, subsequently acquired from the United States by plaintiff; *besides, he had no title whatever*, not having accepted the one tendered him by plaintiff's ancestor.

The case of Williams vs. Booker (12 Rob. 253) is where the defendant was settler on public land which plaintiff acquired subsequently from the United States; yet he was allowed pay for his improvements. This case expressly affirms the principles held in the case of Pierce vs. Frantom (16 La. 414) and Kellam vs. Ripley, 2 Rob. 138.

The case of Piron vs. Bach (10 A. 13) is where defendant was in possession of city lots and it was held he was possessor in *bad faith;* yet the case was remanded to ascertain the value of improvements and rent of the premises, as the evidence did not enable the Court to act on this point. The case is not an authority against defendants.

The case of Thompson vs. Kilcrease (14 A. 342) is where plaintiff sued to set aside a sale of land on account of the nonpayment of the price. There was judgment in favor of the plaintiff against all the defendants for the land, and in favor of one of the defendants, Kilcrease, against plaintiff for the value of the improvements. Neither Kilcrease nor the plaintiff appealed. What was said in regard to improvements was therefore an *obiter*. And only *two* Judges concurred in that portion of the opinion as Cole, Judge, was absent, and Buchanan and

Voorhies did not agree with the Chief Justice on that point.

It is manifest, therefore, that the question of improvements was not before the Court, and the opinion of the Chief Justice was *obiter*. Both the plaintiff and Kilcrease were appellees, and no change could be made as between them.

Besides it was the opinion of only two Judges. *Cole was absent*, and Buchanan and Voorhies did not agree with the reasoning of the Chief Justice.

The case of French vs. Bach, 26 A. 731. This was a petitory action. *There was no claim made by defendant for improvements* on the land nor was it proved he had made any. He was possessor in bad faith, and was made to account for rents. In the judgment of the lower Court the right to claim for improvements was reserved to defendant, and in this case improvements made *before* as well as those made *after* the institution of the suit were refused.

The case of Brugere vs. Heirs of Slidell, 27 An. p. 270, referred to by plaintiffs, has no application to the present case. The decision was based on the ground that Brugere was *the owner* when he put the works on the property. The Court says: "*He was the owner of the property, &c., when the improvements were made.* It is true this ownership existed only during the life of Slidell; still, during that time *it was absolute.*" P. 70.

The Court considered him in the light of a *usufruc-*

tuary, who made improvements for his own enjoyment. It is true, the Judge says, "*if the suit* between them was a question of title, as soon as the suit was instituted he could no longer *set up possession in good faith*," and that this would deprive him of the right to recover improvements. But this is a palpable error; and flatly in the teeth of Article 508 of the Code, which in express terms gives the right to a possessor in bad faith to recover the *value* of materials and *the price* of workmanship.

But in two cases, decided immediately after the Brugere case was decided, the Court granted a rehearing, to-wit: in the cases of Heirs of Slidell vs. F. Gonthier *et al.*, and Heirs of Slidell vs. Vanderstacken *et al.*, on this very question. In the first case Mr. Justice Wyly was the organ of the Court, who delivered the opinion on rehearing. He said: "The judgment restoring the property to plaintiff and requiring defendants to pay rents since the death of their father was undoubtedly correct. Although *no distinct demand* was raised in this suit by defendants for restitution of moneys advanced by them *to make necessary repairs and to pay taxes* ACCRUING SINCE THE INSTITUTION OF THIS SUIT, we believe the ends of justice will be subserved *by reserving to defendants the right to set up such demands*, if any such they have, in a separate action hereafter." The same decree was made in the case of Slidell vs. Vanderstacken.

The case in 16 An. p. 85, cited by plaintiffs, supports

the defendants' demands for reimbursement and right to be paid by preference.

The Supreme Court in its decree amending the judgment of the lower Court did not reserve that right, if he had any. Why should the Court reserve what is not demanded or proved? This case has no application to the question of *improvements.*

The case of Boatner vs. Ventris (8 N. S. 647) was a petitory action arising under the Code of 1808, which did not fix the date of the institution of suit as the termination of good faith. The Court held defendant in good faith, and remanded the case to ascertain the value of improvements. There was no question of bad faith in this case.

The case of Boatner vs. Ventris (2 La. 172) is the same as in 8 N. S., as above cited. This case shows the construction placed on the 4th clause of R. C. C. 508. It does not decide that the possessor is not entitled to pay for improvements made after suits, but on the contrary, remanded the case to receive evidence. The Court says: "Two bills of exceptions on record present substantially the question, whether the possessor who has *bona fide* erected works, etc., on the land of another, has a right to claim the value of the materials and the price of the workmanship, or the sum equal to the enhanced value of the soil. The question is settled by the provisions of our Code, which, in express terms, give the choice to the owner who procures the eviction. Conse-

quently the Court erred in refusing permission to the plaintiff to show whether the *property had been enhanced in value at the time final judgment was to be rendered, or possession restored.*" See the decree, p. 174, 2 La.

Roberts vs. Brown, 14 A. 597, and same case, 15 A. 698.

This was a petitory action, in which plaintiff alleged that defendant was possessor in bad faith, for the reason that the sale under which he held was null and void, as there was no order or judgment authorizing it. Plaintiff prayed for judgmsnt for the property and for the fruits and revenues. Defendant claimed he held by good and valid title, and if evicted he claimed to be entitled to the fruits and revenues and to recover the value of improvements.

There was judgment in favor of plaintiffs for the property in the case in 14 A. 598, and the case was remanded "in order to enable the jury to pass upon the question of good or bad faith in the defendants, and to settle the claims of the parties respectively for improvements and revenues." In this case, on p. 599, the Court says: "Under the circumstances we think the defendants' right to reimbursements, if such they have, may be secured by refusing the plaintiff's execution until the requisite sum be tendered the defendants or deposited with the clerk." (This last clause is important to show the rights of parties who are entitled to pay for improvements).

On the trial of the above issue, from which an appeal

was taken (15 A. 698), it was decided that defendants were in good faith and were entitled to retain the fruits and be paid for the improvements.

This case is clearly covered by the last clause of R. C. C. 508, and the only reason why the question of good or bad faith was raised was as to whether the defendants should, if in good faith, not be required to account for fruits or revenues, but if in bad faith they would be; as to pay for improvements it would be the same in either case. We think this is the true interpretation of this decision in the light of the R. C. C. 508, and the previous decisions in the cases of Pierce vs. Frantom (16 La. 414); Lowery vs. Erwin (6 Rob. 191); Kellam vs. Ripley (3 Rob. 140); Beard vs. Morancy (2 A. 347); Wilson vs. Benjamin *et al.* (26 An. 587), and Thompson vs. Bridger (not reported). The plaintiffs place great reliance on the case of Gibson vs. Hutchings (12 A. 545). In order to ascertain what was decided in this case let us look at the facts. Plaintiff had a good title to the land in controversy; defendant was a *mere possessor, without title.* The Court says (p. 517): "The defendant does not show that he ever possessed under a title translative of property. *He produces no title whatever.*" He claimed to be settler on public land; in such case the Court says (p. 548), "the settler has no claim upon the owner."

The Court in this case seemed desirous to establish the rule that should govern in regard to settlers on the public lands, and says (p. 548): "We think it a matter of

some moment that the jurisprudence upon the subject of the public lands and the rights growing out *of settlements upon them* should be as uniform as possible throughout the several States." Even in this case the Court says (p. 546): "An intruder may recover such expenses as are necessary for the preservation of the thing. A *negotiorum gestor* may recover what he has spent in doing the business necessary to be done for another owner without a mandate. But this doctrine must not be stretched so far as to let an *intermeddler* recover for wilfully doing *what was not necessary to be done* or *what the owner might not wish to have done*, and what the law did not require to be done," etc. The reasoning of this case would justify defendants in the case before the Court in recovering, as nothing was done by defendants which was not necessary to be done, or what the owner would not have done if in his possession. We ask the Court to consider the facts of the case before the Court in which defendants were claimants under a title good in form. They were not trespassers or intermeddlers, and held under a title which the Supreme Court of the State had decided good in two cases and which the Circuit Court decided was valid.

In connection with the above case we call the attention of the Court to the case of Wilson vs. Benjamin (26 A. 587). This was the case of settlement on the Brangier Grant, the identical grant of land that the defendants in the case of Gibson vs. Hutchings had settled on, and for the same purpose, to get a right of pre-emption. In this

case Wilson was allowed full value of the house he had erected thereon, $3,770, under R. C. C. 508, and the improvements, such as clearing a portion of the land, etc., was offset against the demand for rent, etc. This case, we think, directly, in principle, overrules the case of Gibson vs. Hutchings, and was rendered two years later and by the same Court, except the Judge who rendered the opinion in the case of Gibson vs. Hutchings, who had left the bench in the interim.

The year after the decision of the case of Gibson vs. Hutchings, the case of Stanborough vs. Wilson, (13 A. 494), was decided, which in principle also overrules the Gibson case. In the Stanborough case, a petitory action, defendant claimed title as having purchased plaintiff's ancestor's right of pre-emption at probate sale. It was decided that this purchase was void, being prohibited by act of Congress, and that plaintiff's title was good, they having, subsequent to the probate sale, paid out the land and obtained a government title. Defendant in this case claimed the value of the clearing and putting 115 acres of the land in cultivation during his possession, as well as the return of the money he had paid for the pre-emption, all of which was accorded to him by the Court, and the Court in the decree, (p. 496), says; "It is therefore adjudged and ordered that the judgment of the District Court be reversed, that plaintiffs recover of defendants lot No. 40, of Township No. 16, of range 13 east, with the improvements thereon; but that no writ of possession

issue on the judgment until plaintiffs pay to defendant or deposit in the hands of the Sheriff of Madison Parish, for account of defendant, five thousand six hundred dollars. The only difference between the case of Stanborough, (13 A.) and the Gibson case, so far as possession was concerned, is this: In the Gibson case the defendant was a settler on land he claimed to be public land, and had *no pretense of title*—he was a mere *intruder;* in the Stanborough case the defendant claimed title through a probate sale made in contravention of a prohibitory law; consequently his title was absolutely void. R. C. C. 12. In both cases the possessors were held to be in bad faith. In the former case pay for improvements was not allowed; in the latter it was. Can it be that the distinction is made because in one case *no* title is shown by defendant and in the other that defendant exhibited a title, the defects of which he was bound to know? This can hardly be. The decision in the Gibson case was practically overruled as it has been since repeatedly. See Wilson vs. Benjamin, Heirs of Thompson vs. Bridger, etc. But if the distinction above mentioned be the reason for the difference in the cases referred to, then the Gibson case is not applicable to this case, for defendants held under a legal title, perfect in form.

There is a class of cases in which pay for improvements have not been allowed by our Courts. The following are the principle:

Jenkins vs. Gibson, 3 A. 204; Hallow vs. Sapp, 4 A.

519 ; Jones vs. Wheelis, Id. 541 ; Doles vs. Cockrell, 10 A. 540, cases in which it was held that settlers on the public lands, who were not in the situation to acquire the right of pre-emption, who made improvements thereon, cannot obtain payment for such improvements from a subsequent purchaser from the United States, for the reason they were *tresspassers violating the penal laws of the United States* and did not come under the protection of Art. R. C. C. 508, and that the United States could not be made warrantors. These are exceptions. It will be observed that neither the cases of Pierce vs. Frantom nor Wilson vs. Benjamin were cases of settlement on the public lands. Those lands were covered by old claims which were finally held valid by the Courts. On this point we would refer to the reasoning of the Court in Jenkins vs. Gibson, 3 A. 204.

V.

WHEN THE OWNER CLAIMS THE RENTS AND REVENUES OF IMPROVEMENTS PLACED ON THE SOIL BY A POSSESSOR IN *bad faith*, AND OBTAINS JUDGMENT THEREFOR, IT IS AN ACCEPTANCE OF THE IMPROVEMENTS, SO AS TO RENDER HIM LIABLE TO PAY FOR THEM ?

We understand that, if the owner does not elect to pay for the improvements, but requires their removal or demolition, the works do not nor never did belong to him ; that they are and always belonged to the third possessor. In that event, the owner of the soil has no claim for rent

of those works. He may have a claim for the rent of the ground on which the works were erected, but not for the rent of the works themselves : for illustration, suppose it were a dwelling-house that was so erected by the third possessor and the owner required its removal or demolition, the owner would not be entitled to rent for the house from the third possessor for the time the house had been on the land, as it was not nor never had been the property of the owner of the soil; he would only be entitled to the rent of the ground on which the house stood. This seems to us clear on principle, and it is certainly equitable ; for where is the equity of giving one person the rents and revenues of another's house without compensation ? But we are not left to mere abstract reasoning on this point, as the question has been deliberately decided by two separate Supreme Courts composed of different Judges in Louisiana, in the case of Wilson vs. Benjamin, 26 An. 587. In this case the owner of the land sold it to the third possessor himself, including in the sale the improvements which had been placed on the land by the third possessor, which consisted in clearing and putting into cultivation part of the land ; and a dwelling house which cost $3,700. After this sale the third possessor who had purchased from the owner, sued the owner for the value of the improvements he had placed on the land when a possessor in bad faith without any pretense of title. The Court held that the third possessor was entitled to pay for the value of the house,

$3,700, and that he was not accountable for the rent of the house, as the house had always been his property until the owner of the soil sold it, thereby accepting the house as his own and rendering him accountable for its value. This case was decided by the Snpreme Court *in commission* at the commencement of the Rebellion and an application was pending for a rehearing when the Supreme Court was organized after the war, which last Court, refused the rehearing.

In the case now before the Court, the defendants have been condemned already by the decree of this Honorable Court to account for the revenues of the improvements they put on the road and to pay them to the Receiver. This is the demand of plaintiffs in their bill ; and it is in evidence that not one dollar of revenue could have been realized from this dismantled railroad had it not been for the improvements placed on it by defendants—no more than revenue could have been derived from wild and unimproved land.

Defendants, then, contend that plaintiffs having demanded in their bill the revenues arising from defendants' improvements, and obtained judgment therefor, it is an acceptance of these improvements as their own, and is tantamount to their election to keep them ; it seems to us there is now no escape from this position ; and that no reasoning can more plainly illustrate the equity of it.

VI.

The Improvements being of a Character that cannot be Removed, the Owner of the Soil cannot Require their Demolition.

All the improvements placed on the Railroad by defendants, were useful and absolutely necessary for the use and operation of the Railroad, and without which, revenue could not have been derived from it ; and they were made as cheaply as they could have been done at the time. The evidence is clear and conclusive on these points.

There is no express textual provision of the law of Louisiana providing that when the improvements placed on the soil by a possessor in bad faith, are of such a character they cannot be removed or demolished, whether the owner of the soil is to pay for them or the possessor in bad faith is to lose their value.

Numerous decisions of the Supreme Court of Louisiana have awarded pay for such improvements as *clearing*, *ditching* and *leveeing* of land made by possessors in bad faith, as they were of such a character as not to be susceptible of removal. In the case of Pierce vs. Frantom (16 La. 414), in discussing this point on p. 422, the Judge says, this right "rests on the broad principle of equity, that no *man ought to enrich himself at the expense of another*. If, instead of recovering 400 arpents of waste land covered with heavy timber, the plaintiffs succeed in establishing their title to that quantity, of which one hundred and

fifty is ready for the plough, together with the convenience of a dwelling and a gin, the result of the industry of his adversary, he cannot justly resist the latter's claim for remuneration. * * * * * In respect to the right to be reimbursed for useful expenses by which the property has been made more valuable to the owner, the Code makes little or no distinction between the possessor in *good* or *bad* faith."

The decision is directly to the point now under consideration. The improvements could not be removed or demolished, and the question was whether the possessors in *bad faith* were to be paid for them. The Court held they were.

The case of Lowery vs. Erwin (6 Rob. 191) was an action to recover a plantation and slaves. Defendant's title set up in the case was held to be an *absolute nullity*, obtained under *color* of judicial proceedings and *fraudulent* (see p. 197 *et seq.*, 209, 210, 211); yet the defendant was allowed full pay for his improvements, which was for clearing land, p. 210.

The case of Beard vs. Morancy (2 An. 347) was a petitory action. This case cites and approves the case of Pierce vs. Frantom, above cited, on the point now under consideration. This is a very important case on this point, and it holds "that there can be *no doubt* that the party evicted is entitled to pay for *necessary improvements*, and that clearing, leveeing, and ditching were of

such character of improvements. See also Kellam vs. Ripley, 3 Rob. 138.

The right of election, claimed by plaintiff in this case, to have the improvements demolished meets with no favor among the civilians.

Mons. Demolombe says of it that he knows nothing more deplorable and more truly inadmissible than the power of destruction which it confers (*rien de plus triste et de plus inadmissible*) M. Moulor characterizes it as very hard law (*fort dur*), 1 Moul. p. 698. Even the counsel for the complainants calls it "the performance of an ungracious work."

A right thus reprobated by jurisconsults, so eminently adverse to the interests of individuals and, if exercised in the present instance, so utterly destructive of the commerce, convenience and material interests of an entire society—the right to require the dem lition of a railroad seventy-five miles in length—is a right which, if it exists in favor of parties litigant, ought not to be extended to others than those upon whom it has been unmistakably conferred by the very letter of the law.

It is from such considerations that the Code has wisely confined the right of election which it confers to *the owner* of the soil which has been built upon and improved by others.

Now, the complainants are not and never were the owners of the soil or the railroad. It was and it still remains the property of the corporation—the Vicksburg,

Shreveport and Texas Railroad Company. It is to that corporation alone, and not to the complainants, who are only its creditors, that the right of destruction, if it exists at all, belongs exclusively. The pretension, therefore, of these complainants, that "forty days will be enough for making the election" whether they will pay the expenses of building, or whether they will compel the defendants to take away or demolish the improvements and betterments which have been placed upon the land of the corporation, is unsupported by any law, and is as arrogant as it is unreasonable and repugnant to natural justice.

But the right of destruction does not exist even in favor of the owner of the soil to the extent, or in the manner claimed by the counsel for the complainants. The right is not governed by Article 508 of our Civil Code alone, but it is regulated also by other provisions of the Code. With regard to such improvements and betterments as are not susceptible of being removed, it is held by learned civilians that the Article 555 of the Napoleon Code (identical with Art. 508 L. Rev. Civil Code) is not applicable; and we are referred to the principles regulating the rights of *negotiorum gestores*, under the title of quasi-contracts, and to other analogous articles of the Code, for a proper solution of the subject. It is discussed at length by Demolombe, who is cited by the complainants' counsel with merited encomium, as "a writer of high authority."

That author says, vol. 9, p. 613, sec. 689:

"We have said elsewhere that Article 555 appears to us to refer to improvements, which are susceptible of being removed, in such a manner that the third possessor, in restoring the property to its original condition, shall be able to repossess himself of the materials which had been used.

"But what shall be decided concerning works which are in their nature not capable of being removed?

"It is a possessor in bad faith, for example, who has drained a swamp, cleared lands, excavated ditches for irrigation, or painted pictures, or hung wall-paper in the rooms of a house, or who has made other similar work of intrinsic amelioration. Shall Article 555 be applicable to such works?

"It has been answered in the affirmative. And in accordance with this opinion, if the proprietor should not wish to indemnify the possessor, and should tell him, with more or less of irony, to take away the works he had made, then indeed the possessor has nothing left but to destroy them, to fill up the ditches, to tear down the paper from the walls, to efface the pictures, etc." The author quotes the maxim, *malitiis non est indulgendum*, and proceeds to expose the unreasonableness of the doctrine, and concludes: "We do not believe that this doctrine should be admitted, and according to our opinion, Article 555 is not applicable to cases of this nature.

"In the first place, it presupposes improvements which

are capable of being removed by the possessor, whereas the works which now occupy our attention are not capable of being removed; therefore the article has no application here—and the choice which is offered to the owner either to keep them and pay for them or to cause them to be removed, is impossible.

"Besides, the doctrine which places these cases under the principle of Article 555 would lead to lamentable consequences; and we know of nothing more deplorable and utterly inadmissible than this right of destruction, with absolute loss, which the law itself would accord to the possessor: *nihil laturus nisi ut officiat.*

"We conclude, therefore, that Article 555 is not applicable to the supposed case, which consequently must be governed by other principles.

"Thus the law being silent in these especial cases, we must recur to analogies deduced from similar cases and to the general principles of law; and we think that it is in the quasi-contract of the management of the affairs of another (*gestion d'affaires*), that one will find those analogies and principles. It is true, that the third possessor has not made those works for the proprietor and as his agent; but is it not possible to accord to him, according to the Roman prætor, a sort of action: *utilis negotiorum gestores* * * *.

"This principle being stated, we are confronted with two rules of equity equally certain.

"The first, which tells us that no one should enrich

himself at the expense of another, and which the law itself applies, on this subject, to the relations between the owner and the possessor even in bad faith.

"The second, which does not permit a third person to impose upon the property of another, without his act and against his will, expenses which he would not have dared to make, and which exceed his personal means, and in order to pay for which he might have to sell the immovable which, on the contrary, he desired to keep.

"It is by considering together and reconciling these two principles that we become enabled to solve the difficulty now under consideration * * *. It is, as we have said, by means of the principles regulating the rights of *negotiorum gestores*, applied here by analogy, that we should decide this question. Therefore, on the one hand, the owner is liable to the *negotiorum gestor* only in so far as his acts have been beneficial and profitable to him; on the other hand, the utility of the management is relative; it may, under similar circumstances, be advantageous to one and not to the other, according to the different positions of each.

"Hence it is necessary, as in the Roman Law, to examine the circumstances of each particular case and to decide *varie ex personis causisque.*" 9 Demolombe, p. 617 *et ante.*"

It results from what has been said that whatever right of election may be conferred by Article 508 of the Code cannot avail these complainants. Such right is restricted

to the owner of the soil, and they are not owners, but creditors of the owners.

It is further shown that the owners' right of election has no application to a case like this, where the works and constructions are of such a nature as those made by the defendants, and cannot be removed; but that the obligations of the owner are regulated by the articles of the Code which relate to analogous principles, and under which the owner must refund to the possessor, even in bad faith, the necessary expenses he has incurred. Rev. Code, Arts. 2314, 2299, 2295.

But even if the complainants were permitted to lay aside their character of creditors, and to assume that of owners of the soil, they would still be cut off from exercising, at this late day and under the circumstances of the case, the right of election which they now assert. They have wrested the property from the defendants, and caused the railroad to be held and operated for their benefit since the 12th April, 1875. They have claimed and been allowed by the Master its entire revenues during that time, and, indeed, ever since the road was constructed by these defendants. By this claim and its allowance they would be considered, even if they were the owners of the soil, to be precluded from now rejecting the improvements whose revenues they have been so long, steadily, and still are reaping. The right to have the improvements removed and destroyed is inconsistent with the claim to the fruits of those very improvements, produced

since the defendants were dispossessed. If the complainants, acting as owners of the soil, desired its restoration, free from the improvements, they should have said so at the juncture when first they disturbed the possession of defendants. They should not have used the improvements all this while, and secured to themselves the enjoyment of the revenues they were yielding, without objection. After these improvements have grown old in their service, and become deteriorated by time and use and flood, they cannot be listened to in pretending that they still preserve the power to have them removed or destroyed.

But there is still another obstacle to the demand of the complainants for forty days to deliberate whether they will require the defendants to destroy this railroad. This is to be found in the original decree of the Supreme Court. The fourth clause directs "that the property described or mentioned in the said mortgage be sold," etc., 21 Wal. 635. Now, the constructions or improvements made by the defendants becoming united to and incorporated with the property mortgaged, are clearly covered by this order. Hence they must be sold, not removed or destroyed by the third possessors of the property, at the caprice of even the owner, and much less at that of the creditors.

But it is a waste of time to discuss further the pretension that the right of electing to keep and pay for the improvements and betterments, or to have them removed

or destroyed, exists in favor of complainants. It can hardly be seriously urged.

It is hardly necessary to call the attention of the Court to the fact that the improvements on this Railroad could not be removed. The Circuit Judge in summing up the evidence on this point (R. p. 326) says :

" When the defendants took possession of the property it could not be called a railroad. It was a right of way on which were the ruins of what had been a railroad. Embankments had to be made anew, and in some cases raised and repaired. New ties were laid down, the track was cleared of briars and undergrowth ; new timbers were put in bridges wherever they were needed ; and new bridges were built where necessary. The stations and other buildings along the line of the road were repaired with new materials, and in some cases rebuilt, a part of the old materials being used in the new structure. It is evident that such improvements are not susceptible of removal nor can they be demolished without demolishing the railroad itself. In such a case the application of Art. 508 of the Civil Code would be absurd and impossible. The better opinion seems, therefore, to be, that the article named was not intended to apply to such a case as the present."

But another view of this case is to be taken into consideration, and that is, will a Court of Equity permit a public work like that of a railroad to be destroyed, much less order it to be demolished ? This railroad was built

under a charter by the Legislature of 1853, and the State became a large stockholder in it. The public have an interest in it to an extent as great as the owners. It was built under the authority of the eminent domain rights of the State. Will now a Court of Equity to satisfy the avarice or enmity of litigants permit such a public work to be demolished ?

We know of no direct decision of the Courts of Louisiana on this point, but similar questions in principle have arisen in other States which may be properly cited in connection with this point. L. X. & D. R. R. Co. vs. Lewton, 20 Ohio State 412 ; 33 Vermont 311.

VII.

Effect of the Decree Absolutely Avoiding and setting aside Defendants' title in this Case, on Defendants' Right to pay for Improvements.

The decree in this case on the question of title absolutely divested defendants of title and enjoined them from setting up title to the property thereafter, and reinvested the Vicksburg, Shreveport and Texas Railroad Company with the title, and the same has, ever since, been held and operated by the Receiver as the property of said Vicksburg, Shreveport and Texas Railroad Company : it is just such a judgment as could only be rendered in favor of a party claiming to own the land against one wrongfully in possession under the laws of Louisiana. It would there be known as a *petitory action*, in which

action defendants would be entitled to pay for improvements made. R. C. C. 508. This decree, then, obtained by the plaintiffs, carries with it the correlative rights of defendants to claim pay for their improvements ; they have by it, been ordered to account for the revenues.

To the defendants, therefore, it is immaterial who pays them for their improvements ; whether the Vicksburg, Shreveport and Texas Railroad Company or the plaintiffs. They have the right, tested by the laws of Louisiana, to retain the possession of the road until the value of their improvements shall be paid or to be paid out of the proceeds of the property by preference ; and in this case, as the property has been put into the hands of a Receiver and ordered to be sold, they are entitled to be paid out of the proceeds by preference.

Plaintiffs having obtained this decree under a proceeding in equity, differing from the proceedings under the laws of Louisiana, cannot deprive defendants of their rights incident to such a judgment under the laws of Louisiana, by sheltering themselves under the guise of mortgage creditors and stockholders, which, under the laws of Louisiana, would not entitle them to such a judgment.

By their exception (R. p. 20), plaintiffs say :

" 6.—The corporation, represented in this record by the stockholders, as well as the bondholders, deny that, under the decretal order of the Supreme Court of the United States, the said defendants can make a claim

either upon the bondholders, as mortgagees, or the corporation, for buildings, structures, improvements, cars, locomotives, machinery, implements or other things included in the mortgage ; for that the mortgage was in full force and effect, and bound the railroad and whatsoever was placed upon it or became attached to it."

This exception admits that the corporation was represented by the stockholders in this proceeding and it was by virtue of such representation that the decree annulling defendants' title was obtained and the title and possession of the property re-invested in the Vicksburg, Shreveport and Texas Railroad Company. In re-investing the title in this Company it did so, incumbered with defendants' claim for pay for improvements as a privilege in the character of a *pledge*, which is higher and to be paid in preference to the mortgage, according to the laws of Louisiana.

The form of proceeding by plaintiffs in this suit had for its objects—1st, the cancelling of the sale of the railroad as between the defendants and the Vicksburg, Shreveport and Texas Railroad Company and the re-investing the title in said Railroad Company; 2d, the recognition of the mortgage of the bondholders as against the property in the hands of the Vicksburg, Shreveport and Texas Railroad Company; 3d, an order for the sale of the property to pay the mortgage, and if any surplus remained, that it be applied to the payment of other creditors and stockholders.

The stockholders represented the corporation in this proceeding, as plaintiffs say in this exception, and in that capacity obtained the annulment of the sale to defendants and the re-investiture of the title to the property in the Vicksburg, Shreveport and Texas Railroad Company. Under the laws of Louisiana the defendants would have had the right to retain the possession until their improvements were paid for or to have the property sold to be paid for them, out of the proceeds, by preference. Then, as the property is in the hands of a Receiver and ordered to be sold, defendants' claim must first be paid.

The defendants have nothing to do with plaintiffs as creditors, either ordinary or mortgage, of the Vicksburg, Shreveport and Texas Railroad Company; all they have an interest in is, that they obtain pay for their improvements, as they were possessors of the property, if the owner, the Vicksburg, Shreveport and Texas Railroad Company, recover it from them. Then the only form in which defendants have any conflicting interests with plaintiffs, is in the latter's capacity as representing the Vicksburg, Shreveport and Texas Railroad Company. If the road is taken from defendants, all they have a right to claim is pay for their improvements ; whether plaintiffs have a just claim against the property after it is restored to the Vicksburg, Shreveport and Texas Railroad Company, defendants have no interest to contest.

VIII.

The Scope and Effect of a Suit by Creditors to Set Aside a Sale of their Debtor made in Fraud of Their Rights.

In order properly to understand defendants' rights in the matter under consideration, it is necessary to advert to the laws of Louisiana authorizing creditors to sue to set aside contracts made by their debtors in fraud of their rights. This is entirely different from a *petitory action*, and is governed by different principles; for instance: the good or bad faith of the possessor, as between him and the person from whom he acquires the property, is not in question, and the creditor cannot contest it; and the sale between the debtor and his vendee cannot be set aside.

The law prescribes what judgment shall be rendered in a suit by creditors to set aside a contract made in fraud of their rights. The Article R. C. C. 1977 is in these words:

"The judgment in this action, if maintained, shall be, that the contract be avoided *as to its effects* on the *complaining* creditors, and that all the property or money taken from the original debtor's estate by virtue thereof, or the value of such property *to the amount of the debt*, be applied to the payment of the plaintiff."

And Article R. C. C. 1974 provides that,

"If, during the pendency of the action, the original debtor discharges the debt due to the plaintiffs, or acquires property applicable to its payment and sufficient in amount, such action shall no longer be sustained, *it being the true intent of the law that a contract voidable by the creditors under this section cannot, on that account, be avoided by either of the parties.*"

It is, then, the law of Louisiana that a suit by creditors to avoid a sale made by their debtor in fraud of their rights, does not affect the possessor's title as between him and his vendor; in fact, the law expressly prohibits that it should; consequently the possessor is a *bona fide* possessor, and is entitled to the revenues of the property and to his improvements, or the enhanced value the improvements add to the soil, the creditor only being entitled to take the property in the situation it was when the possessor acquired it. Until the creditor obtains his judgment he has no rights against the property.

Let us apply these provisions of law to the case now before this Honorable Court. The Vicksburg, Shreveport and Texas Railroad Company is the debtor of plaintiffs. This Company's property was sold at judicial sale to Ludeling and associates, which makes this Company, Ludeling and associates, vendees. The creditors sue to set aside this sale as made in fraud of their rights. Their judgment, then, should have been in accordance with the above recited Article R. C. C. 1977, and not a judgment annulling, avoiding, and setting aside the sale from the

Vicksburg, Shreveport and Texas Railroad Company to Ludeling and associates; such a judgment is even prohibited by the R. C. C. 1974, above quoted.

Suppose creditors obtain a decree in their favor in such a suit, and the property is sold and brings more than the amount of their debt, the overplus would belong to the purchaser from the debtor—in this case to Ludeling and associates—and not to the other creditors and stockholders of the Vicksburg, Shreveport and Texas Railroad Company, as is directed in the decree in this case. In such a suit, only the creditors who join in the suit can participate in its effects, as is expressly declared in Art. R. C. C. 1977.

The stockholders cannot bring such a suit. They are not creditors of the Company; they are the Company itself, or represent it, as in this case, and it is only through their intervention the decree in this case could have been rendred.

Our object, under this head. is to show that the decree in this case was not rendered at the suit of the creditors of the Vicksburg, Shreveport and Texas Railroad Company to set aside the sale to Ludeling and associates; that the decree rendered is different in effect from such a decree, and that defendants' rights arising out of the decree are different from what they would have been if it had been rendered at the suit of the creditors to avoid the sale in fraud of their rights.

IX.

Is this an Hypothecary Action by the Creditors to Foreclose a Mortgage Against a Third Possessor?

This suit is not an hypothecary action by the mortgage creditors against a third possessor of the mortgaged property—such a suit is a proceeding, either ordinary or executory, to compel the third possessor either to pay the mortgage debt or surrender the property; it raises no question as to the validity of the third possessor's title. The only question in such a case is as to the validity of the mortgage. See Code of Practice of Louisiana, Articles 68 to 74; 732 to 744, R. C. C., 3399 to 3410. Under such a proceeding the validity of the sale to a third possessor cannot be inquired into; this can only be done in a suit by the creditors who seek to set it aside as made in fraud of their rights, as in the action described in the VIIIth head of this brief.

In the hypothecary action, that is, the proceedings taken by the mortgage creditor against the person who has come into possession of the property since it was mortgaged (called third possessor in the law), the third possessor is entitled to "claim for his expenses and improvements the amount of the increased value which is the result of the improvements made" (R. C. C. 3407); and he is entitled to the fruits and income of the property mortgaged up to the time the notice of the order of

seizure is served on him (R. C. C. 3408). The order of seizure alluded to here is the *writ* issued by the Court *ordering the seizure and sale* of the property: it is not the citation, which is the commencement of the suit, but is the writ issued after the judgment is rendered, if in an ordinary action, or the order issued after the Judge has granted the order of seizure and sale, if in an executory proceeding.

It is quite clear this is not an hypothecary proceeding, nor in the nature of such, as known to the laws of Louisiana, as the judgment rendered by this Court fails to give the defendant any of the rights they are entitled to under the hypothecary proceeding.

X.

What is the True Character of this Suit as Determined by the Decree of this Court, and the Rights of Defendants, as Determined by the Laws of Louisiana.

We have shown this is not a suit by the creditors to set aside a sale made by their debtor in fraud of their rights; nor an hypothecary action against a third possessor of mortgaged property, as known to the laws of Louisiana.

It is, in the *first* place, a judgment *avoiding, setting aside* and *cancelling* the title under which defendants held,

and restoring the property to the Vicksburg, Shreveport and Texas Railroad Company—just such a judgment as can only be rendered in a *petitory action* in Louisiana, wherein the real owner seeks to recover property from the hand of a third possessor without title. In the *second* place, it recognizes the mortgage of the bondholders on the property; and in the third place it directs the sale of the property and the proceeds to be applied to the payment, first of the mortgage debt, then the balance to go to other creditors and bondholders.

Under the laws of Louisiana an action embracing all these purposes could not be combined in one suit. The petitory action and the hypothecary action could not be combined. The action of creditors holding a mortgage to set aside a sale in fraud of their rights, so far as they were interested in order to secure the payment of their mortgage claims, would be regular (R. C. C. 1977); but this is a very different thing from a petitory action as we have explained under the VIIIth head of this brief.

The main part of the decree of this Honorable Court annulls the sale to defendants, and re-invests title in the Vicksburg, Shreveport and Texas Railroad Company, and defendants must govern their claim by such rights as the laws of Louisiana give them, under such a judgment, to claim payment for improvements.

We have already in the former part of this brief under the IVth head shown the Court what we are entitled to.

It is of no consequence to defendants what becomes of

the property after it is taken out of their possession and they have got pay for their improvements ; they have no further interest in it, and whether or not plaintiffs' mortgage operates on it is of no interest to them.

The first thing to be determined since the Court has decided that defendants have no title, but that the title is in the Vicksburg, Shreveport and Texas Railroad Company, is to fix the rights of the defendants evicted, under the Art. 508, R. C. C. and the jurisprudence of Louisiana.

XI.

Character of the Decree Rendered in this Case by the Honorable Circuit Judge.

In the decree made by the Circuit Judge in this case, from which these appeals are taken (R. p 328, clause 4), the Judge treats the plaintiffs as *mortgagees only*, and makes his decree conform to the law of Louisiana, where a mortgage creditor proceeds against a third possessor of the mortgaged property to enforce his mortgage.

The *fifth* clause of the decree (R. p. 328), is intended to be in conformity with the laws and jurisprudence of Louisiana, in the case of the proceeding of a mortgage creditor against a third possessor of mortgaged property on which the third possessor had placed improvements. Lanusse vs. Lanna, 6 N. S. on p. 114 , R. C. C. 3407.

This is clearly an erroneous view of the law as applicable

to this case. If plaintiffs are to be treated as mortgagees enforcing their mortgage against defendants as third possessors of the road, then defendants have other rights than those accorded to them in the decree in this case. Those rights are—

1st. That they are entitled to the fruits and income of the property up to the time the *order of seizure is served on them*—not merely to the time of service of citation. Order of seizure has a technical signification under our law. R. C. C. 3408; R. Code of Practice 732 to 736; Id. 61.

2d. They are entitled to be refunded the increased value which is the result of the improvements made on the mortgaged property. R. C. C. 3407; Lanusse vs. Lanna, 6 N. S. on p. 114.

In the decree in this case defendants have been charged with the entire income derived from the use of the property during their possession, which could not have been legally done in a proceeding of mortgage creditors against third possessors of mortgaged property; as in such case the third possessor is to be regarded as a *bona fide* possessor, the mortgage creditor having no right or interest in contesting the title of the third possessor, but only to have the mortgaged property sold to pay his debt if the third possessor did not pay it on demand. R. C. P. 69 *et seq.*; R. C. C. 3399 to 3402.

It is now too late to look behind the decree on the question of title in this case to see in what right plaintiffs

instituted and maintained their suit, if that decree be now beyond inquiry ; we must look at the decree itself and be governed in this proceeding by it. It is true the decree recognizes plaintiffs as mortgage creditors as against the Vicksburg, Shreveport and Texas Railroad Company, but that is after the decree sets aside defendants' title and re-invests it in the Vicksburg, Shreveport and Texas Railroad Company. Defendants have no interest as between the Vicksburg, Shreveport and Texas Railroad Company and plaintiffs to contest their mortgage.

Defendants' rights then in view of the decree already rendered by this Honorable Court cannot be determined by the law applicable to the rights of third possessors of mortgaged property as against the mortgagee seeking to enforce his mortgage ; and the Judge of the Circuit Court in putting defendants in this category is clearly in error. It deprives the defendants of the rights they possess under the laws of Louisiana in a suit between the real owner and a possessor without title under the R. C. C. 508, and as interpreted by the Supreme Court of Louisiana ; that is, primarily the defendants in such a proceeding have a right to retain possession of the property as pledgees until the value of their improvements are paid ; or to have the property sold to pay the whole amount, and not to divide the proceeds as the Judge of the Circuit Court has ordered in the *fifth* clause of his decree. R. p. 328.

XII.

Defendants are Entitled to be Paid for their Improvements as Pledgees in Preference to Plaintiffs.

The right of the third possessor, whether in good or bad faith, to be paid for his improvements being settled by the laws of Louisiana and the decisions of her Courts, the third possessor being in possession, is entitled, under these laws to hold possession until he is paid, or to have the property sold, to pay the same, and to be paid in preference out of the proceeds. It is a real right on the property which is held in the nature of a pledge, which is of a higher order of privilege than mortgage. The owner or any one interested, must pay the amount before he can withdraw it from the possession of the pledgee or third possessor, and if the possessor wishes his money he can have it sold to pay the amount for which it is held.

In the case of Pierce vs. Frantom (16 La., on pp. 432 and 433), the Court says: "The right to be paid for useful improvements is a real right, that is to say, the party evicted may retain possession until he is remunerated." The party making the improvements in this case, never had any title to the land. At the time he settled on it, it was covered by an Indian claim, which was afterwards held to be valid. The settler only hoped to obtain a preemption if the Indian claim was not confirmed.

The case of Lowrey vs. Erwin, 6 Rob. 192, is a very

important and explanatory case on this point. This is a long opinion, but the questions decided bearing on this point were that the defendant in that case was a possessor in *bad faith*. The lower Court held the defendant to be a possessor in *bad faith*, (see p. 210) which opinion the Supreme Court concurred in, (see p, 211) and decreed that defendant account for the revenues from the commencement of his possession; yet the Court allowed defendant pay for the expenses of the plantation during the time he operated it, and *full value of the improvements* placed on the land, (see p. 210) and granted the defendants' prayer that the balance due him for improvements be paid to him before a writ of possession should issue. (See p. 213 and judgment on that page.) It will be noticed that the judgment for the balance due for improvements was not given against the estate of McNeil, whose curator was plaintiff in the suit, but was given against the plaintiff, who was to reimburse the amount before he could be put into possession. This we regard as strong a case as could be put. Defendant was possessor under a judicial sale, void for informality and which defendant had fraudulently obtained. He was held to be possessor in *bad faith*, and as such was held to account for the revenues of the property from the commencement of his possession, but was allowed *full value* of his improvements and the expenses of the plantation; and the Supreme Court prohibited a writ of possession from issuing in favor of plaintiff until the balance of the value of the

improvements were paid to defendant or deposited in the hands of the Sheriff to the credit of defendant, with five per cent. interest from the 18th of March, 1843 ; p. 214. This case possesses so many points in common with the one before the Court on the point in controversy we ask special attention to it.

The case of Beard vs. Morancy (2 An. 347) is strongly in point. The Court in this case laid down the doctrine that useful improvements made *after* the possessor was notified of the defects in his title by suit and actually evicted by judgment, such as *clearings*, *levees*, and *ditches*, without which the land could not have been brought into cultivation so as to yield the rents and profits which the plaintiff claims should be paid for, and in the decree of the Supreme Court, on p. 349, after giving judgment for the balance due for improvements, goes on to decree that "it is further ordered that no writ of possession issue in favor of plaintiff until this judgment is satisfied. It is further ordered, that if the balance due the said Lowery under this decree is not paid or tendered within sixty days from notice to the plaintiff, the defendant, Lowery, may issue his execution against the plaintiff for the same.

In the point now under consideration, the case of Daquin vs. Coiron (8 N. S. 609), a case decided in 1830, is strongly in point and gives the reason of the rule. The Court, on p. 623, says: "The plaintiffs, who have sued for the premises and who have obtained judgment for them, certainly cannot expect the defendant should re-

main their tenant-at-will for years, liable to be evicted at any moment they choose. If he is deprived of the land and its free enjoyment by a judgment which they have provoked, he has as much right to receive the money decreed to him, in consequence of that judgment, as they have to get possession of the plantation." On p. 624 the Court says . "The plaintiffs have no right to the premises until they make tender of the money. The defendant, or warrantor, has no right to the money until the property is tendered to the plaintiff." The judgment in this case, on p. 628, is in conformity to this reasoning.

We think the cases above cited show clearly that in *all cases* in which the third possessor is entitled to pay for improvements, that he cannot legally be dispossessed until he is paid, or that if he should be, that he is entitled to have the property sold to pay the same. We also refer to 11 A., on p. 599; 13 A., on p. 496.

The fact that a third possessor is entitled to pay for improvements made on the premises, carries with it the consequence that he cannot be deprived of his possession without first being reimbursed therefor. This question in no manner depends on the good or bad faith of the possessor ; it depends alone on his right to receive payment for his improvements ; this is the clear purpose of the law (R. C. C. 508) and of the decisions quoted, is equitable and in accordance to reason ; it is more than a privilege, it gives the right to retain possession until

paid or to have the property sold to be paid. It is in the character of pledge under our law, by which the pledgee has the right to retain the property pledged until his claims on it are satisfied.

Much of the argument in behalf of the complainants has been taken up in an attempt to show that the defendants are adjudged to be possessors in bad faith, and that therefore they have not the right to retain the property until they are reimbursed their expenses.

It has been already shown that the position is not supported by authority. The law of Louisiana is thus laid down in Mr. Hennen's Digest (p. 1198, No. 3): "The right to be paid for useful improvements is a real right, and the party evicted may retain possession until reimbursed."

A very large number of cases already cited in this brief, show the application of this principle by the Supreme Court of Louisiana. These it is needless to cite again. The French authorities fully sustain the right of retention claimed by the defendants. I content myself with citing here, in addition to the authors already cited, the following passages from the commentaries of Demolombe, which relate to the right, and also cover all the points discussed orally by the complainants' counsel.

Demolombe says (vol. 9 p. 634, sec. 682):

"It is generally admitted in our ancient jurisprudence, that the third possessor had the right to detain the im-

movables until the proprietor had reimbursed to him the sum due him. This right of detention, whose principles rested on the Roman laws, had been consecrated in France by Article 97 of the Ordonance of Villere Collerets of 1539, by the Ordonance of Moulins of 1566, and, in fine, by Article 9 of Chapter xxvii of the Ordonance of 1667. * * * * This doctrine is still generally recognized in jurisprudence and in theory. * * *

After stating that modern authors have differed about this right being accorded to possessors in bad faith, Demolombe says: "We also believe that if this right of retention of the immovable belongs to the possessor, till he be reimbursed the expenses which are due him on account of the improvements made upon the immovable, there ought not to be, in regard to that, any distinction between possessors in good and possessors in bad faith; for the reasons upon which this is based, and which we are about to explain, do not seem to us to admit of any distinction. * * *

"Thus the principle of the right of retention is derived from the identity and the equality of the position in which two individuals are placed, reciprocally obligated towards one another in relation to one thing; so that one of the parties cannot demand the execution of the obligation of the other towards him, except in so far as he offers, on his part, to discharge the correlative obligation which he has contracted towards the other party" (p. 606). And on p. 607 the author says: "Now

here is our conclusion. We admit that the third possessor, whether in good or in bad faith, sued for the possession of the immovable by the proprietor, can oppose to that owner that he is obliged on his part to indemnify him, and that the possessor therefore shall ue authorized to retain the immovable until this payment" (p. 607).

On page 610 the same author says "suppose, on the contrary, that the possessor has made necessary repairs to constructions or more generally to works already existing : *impensae necessarioe sunt, quae si non factae sunt, res peritura aut deterior futura sit.* (L. 79 secs. *deverb. signif.;* L. 3 secs. *de impens,* &c).

"The Article 555 would then not be applicable ; and the owner should be accountable for them, without distinction between possessors in good or bad faith, and without having the right, be it well understood, to force the third possessor to remove the materials." * * *

"It is not to be doubted that the same principle ought always to be followed : and these supposed cases ought to be governed not by Article 555, but by Article 1381, which is as follows :

"He to whom the thing is restored ought to be accountable even to the possessor in bad faith, for all the necessary and useful expenses which have been incurred for the preservation of the thing. No one should enrich himself at the expense of another : the fault of the possessor in bad faith consists in detaining unduly the immovable of another ; but, inasmuch as he has made the

necessary repairs on said property, it cannot be said that he is in fault. No. 687 : It may be questioned, however, if the possessor whether in good or in bad faith, would have the right to be reimbursed the expenditures made by him for necessary repairs, in a case where the work repaired shall have perished when the proprietor recovers possession of his immovable.

"It is true that in general to ascertain if an act of agency has been useful, it must be considered at the epoch when it was done ; and if in effect at t h epoch the work was well made, and, for example, the repairs were necessary, the owner is from that moment obliged *quatenus propria pecunia pepercit;* and the ulterior loss by a fortuitous cause of the works repaired need not have the effect of relieving the owner from responsibility to the person who made the advances.

"For instance, of a tutor in regard to the property of a minor, a husband in regard to the property of his wife, and more generally of a mandatary or of a negotiorum gestor." page 611.

"Thus, in our supposition, the third possessor has made the repairs upon a thing which he regarded as his own ; he therefore has had them made for himself and in his own interest. Therefore, is not the sole obligation of the proprietor, who recovers the thing, limited to not enriching himself at the expense of the possessor? Thus he is not enriched, in consequence of repairs made upon a work which no longer exists." page 613.

Let us suppose the works made by the possessor were attached to works already existing, and that without being exactly required by absolute and immediate necessity, they constituted the judicious, and, in certain respects, necessary additions to complete anterior works, with which they are blended.

"They are, for example, plantations of trees, which were made by the possessor to replace the missing trees in an avenue or in a grove; or, again, it is an unfinished building, which the possessor has completed in a proper and workmanlike manner. Well, we should think that in these different cases it would be the duty of the magistrate to declare that Article 1381, and not Article 555, would be applicable, and that consequently the proprietor could not force the possessor even in bad faith to remove or destroy them. We do not conceal the fact that we congratulate ourselves whenever the opportunity is presented of not leaving, in the power of the proprietor, this right so harsh, which places the possessor at his mercy. But it seems to us this desire does not mislead us, and the text of Article 1381, which must be combined with Article 555, appears to us sufficient, according to equity and reason, to justify the solution which we have just propounded, and to give to magistrates the power to apply sometimes Article 555, and sometimes Article 1381; and this last article particularly, when the question relates to works which may be regarded as the completion of the thing proposed, rather than a change or a modification of that thing" (p. 613).

But the present attitude of this case renders it impossible for the defendants to exercise their right of detention. The decree of the Supreme Court of the United States orders the whole property to be delivered over to a receiver and to be sold. Accordingly the defendants have been dispossessed since 12th April, 1875, and they are allowed, under the decree of the Circuit Court, the amount of the necessary expenses incurred by them in the improvements and betterments put upon the railroad and still remaining thereon, with five per cent. interest on such expenses from the date that they were incurred, etc. 2 Wood's Rep. 262.

For this amount the defendants possess an undoubted privilege or right of preference on the property they have built up and turned to usefulness.

XIII.

Statement of the Legal Proposition Involved in this Litigation.

The plaintiffs, in their prayer for relief, ask that the sale to defendants, Ludeling and associates, be avoided and annulled; and that they, the said defendants, be ordered to account for rents and revenues, etc.

The defendants maintain, in their answer, the absolute good faith of their purchase and the complete validity and legality of their title.

Upon the trial of this issue the decree of this Honorable Court condemned the defendants as fraudulent purchasers of the property in litigation; but reserved to them in the rendition of their account to the owners *such credits as, under the circumstances of the case, by the laws of Louisiana, they are entitled to.*

A reconsideration of the merits on which this decree

was rendered is respectfully prayed for in the present proceedings; but, in the event a review should not be granted; or if it be granted and your Honors still conclude that defendants' purchase was fraudulent and void, these defendants, then, ask to be allowed full pay for their improvements, *the value of the materials and the price of the workmanship*, which have been set forth and contended for under the foregoing Heads of this Brief.

XIV.

RECAPITULATION.

Defendants claim that they, as third possessors, are entitled to a decree to be paid out of the proceeds of the sale of the Railroad for the improvements and betterments they have placed on the same, as stated in their estimate on page [illegible] of this brief, the sum of $918,843.38 with five per cent. per annum from the

13th of April, A. D. 1875, the time the
road was delivered to the Receiver until
the sale of the Railroad.

That defendants be paid, by preference to plaintiffs, out of the proceeds of the sale of said Railroad.

That defendants be authorized to bid for said Railroad at the sale and to use the amount of this judgment as so much money in the payment of their bid.

And that plaintiffs pay the costs of these appeals and of the proceedings in the Circuit Court since the decree of this Court.

Respectfully submitted, JOHN RAY,

Of Counsel.